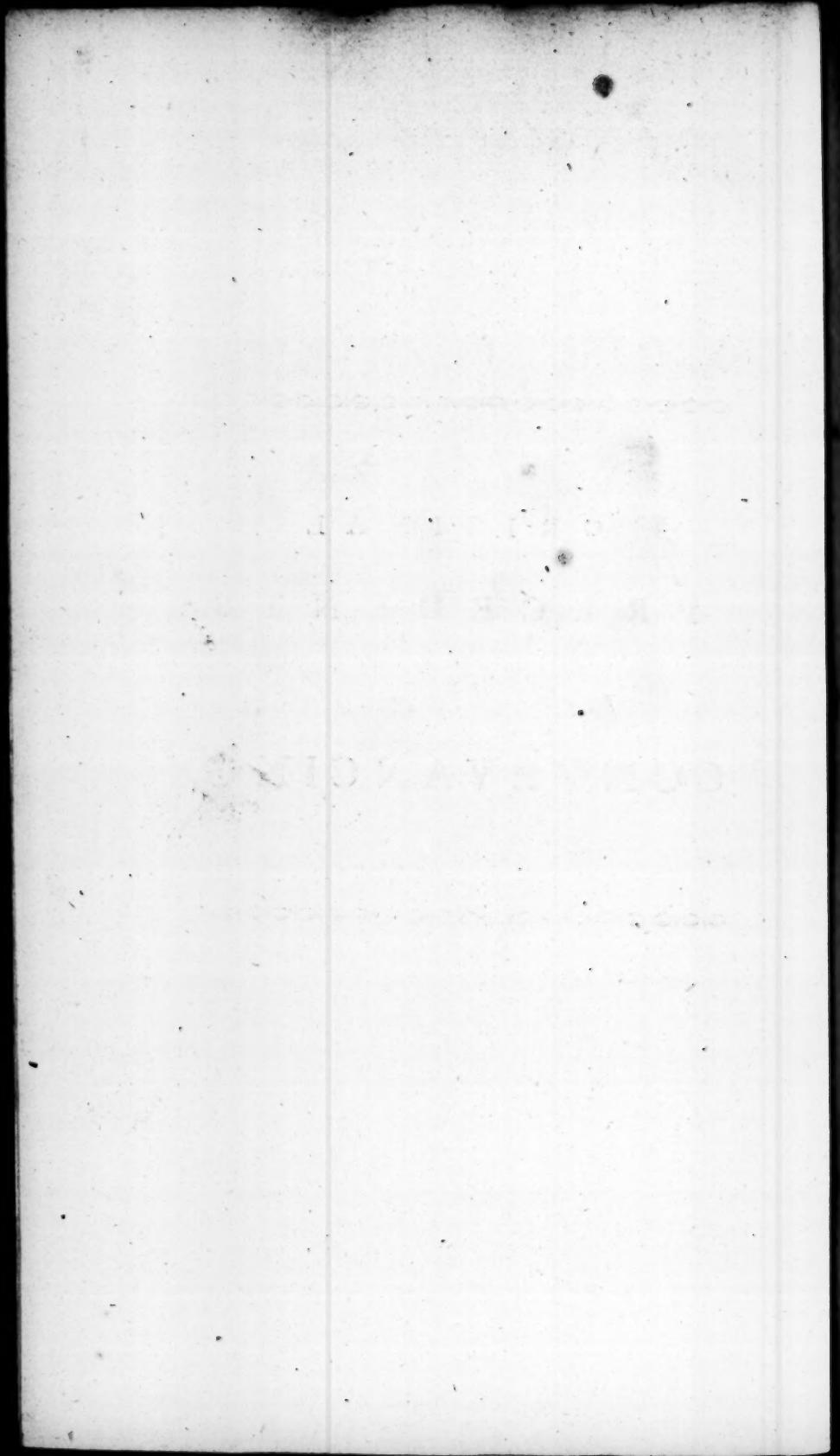


ORIGINAL  
PRECEDENTS  
IN  
CONVEYANCING.



ORIGINAL  
PRECEDENTS

IN

Conveyancing,

SETTLED AND APPROVED

BY THE

MOST EMINENT CONVEYANCERS;

INTERSPERSED WITH

THE OBSERVATIONS AND OPINIONS

OF

COUNSEL

UPON

VARIOUS INTRICATE CASES.

THE WHOLE SELECTED FROM

THE DRAUGHTS OF ACTUAL PRACTICE,

AND

Now first published under the DIRECTION and immediate  
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THOMAS WALTER WILLIAMS,  
OF THE INNER TEMPLE, BARRISTER AT LAW.

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In Four Volumes.

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VOL. II.

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MDCCCLXXXVIII.



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ORIGINAL  
P R E C E D E N T S  
IN  
CONVEYANCING.

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**Attorney, Powers or Letters of.**

*A Letter of Attorney to execute a Deed.—Settled  
by Mr. RIVET.*

No. I.

**T**O ALL TO WHOM these presents shall come,  
John Pugh of, &c. Samuel Pugh of, &c.  
and Adam Arm of, &c. and Frances his wife,  
send greeting; Whereas David Pugh late of, A will recited;  
&c. deceased, by his last will and testament  
in writing in the French language, bearing  
date on or about the — day of —,  
17—, after the several legacies therein men-  
tioned, and his funeral and lawful debts were  
paid, did declare his mind and will to be, that  
all the rest and residue of his estate should be  
placed out by his executors upon some govern-

ment securities, in trust to pay the dividend and interest to his daughter *Sarah Small*, wife of *John Small*, during her natural life, upon her own private receipt, without the intervention of her husband; and after her decease, his said executors were to transfer, by equal portions, the stocks in which the said rest and residue of his estate should have been placed, to the children which his said daughter *Sarah* should have at the time of his death, at their respective ages of twenty-one years; the dividends and interest of the said stocks, in the mean time, to be paid and laid out for their respective maintenances and educations: and in case his said daughter should die without leaving any children, or if she leaves any, and such issue should happen to die before they attained the age of twenty-one years, then he willed, that after the death of his said daughter, she dying without issue, his estate should go to the children of his cousin *Arthur Pugh*, who should be out of *France* in a protestant country; and of his said will did nominate *John Pugh* and *James Law* executors, as in and by the said will duly proved by the said executors in the proper ecclesiastical court, relation being thereunto had, may appear. *And whereas* the said executors have paid the debts, legacies, and funeral expences, of the said testator, and have placed the residue of the said testator's estate in government securities, upon the trusts in the said recited

The executors  
have placed the  
residue of the  
testator's estate  
out upon go-  
vernment secu-  
rities.

recited will. *And whereas* the said *Sarah Small* hath one child living, and the said testator's cousin *Arthur Pugh* hath four children living, (*viz.*) the aforesaid *John Pugh*, *Samuel Pugh*, *Frances Arm*, and *George Pugh*, merchants, now residing at *Berlin*; *And whereas* the said *John Small*, husband of the said *Sarah*, hath agreed with the said *John Pugh*, *Samuel Pugh*, and *Adam Arm*, and *Frances* his wife, to purchase of them the part and share of the residue of the said testator's personal estate so directed to be put out at interest as aforesaid, which may be coming due to them in case of the decease of the said *Sarah Small*, without issue, or of the decease of such issue before the age of twenty-one years, at and for the sum of — pounds. Now KNOW YE, that we the said *John Pugh*, *Samuel Pugh*, and *Adam Arm*, and *Frances* his wife, the better to put the said agreement in execution, and for divers other good causes and considerations us thereunto moving, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint *John Bourquet* of, &c. our true and lawful attorney, for us and to our use, to receive of and from the said *John Small* the said sum of — pounds so agreed to be paid by him to us as aforesaid, and upon receipt thereof, acquittances or other discharges for us and in our names, or in his own name to make and give, and for us, and

A recital of the persons who are intitled thereto,

A person hath agreed to purchase the same

A power from the legatees to execute an assignment of the same.

in our names, or in his own name as attorney for us, to sign, seal, and as his or our act and deed, deliver any deed of assignment, release, or other instrument in writing, as the counsel of the said *John Small* shall advise, of all such part and share of the residue of the said testator's estate so directed to be placed out at interest by his executors as aforesaid, as shall at any time hereafter become due to us by the decease of the said *Sarah* his wife without issue, or by the decease of such issue under age as aforesaid, or otherwise howsoever; giving and hereby granting unto our said attorney, full power and authority to act and do in the premisses as fully to all intents and purposes as we ourselves might or could do if personally present, ratifying, confirming, and allowing for firm and effectual, all and whatsoever, our said attorney shall lawfully do or cause to be done in the premisses by virtue of these presents. IN WITNESS, &c.

No. II.

*A Letter of Attorney to receive Rents, Debts, and Dividends, and to demise Premises.*

**K**NOW ALL MEN by these presents, that I *Katharine Kane* of the parish of *Christ Church* in the county of *Middlesex*, spinster, for divers good causes and considerations me hereunto moving, have made, ordained, constituted, and appointed, and by these presents do

do make, ordain, constitute, and appoint, *John Jukes* of the parish of *Christ Church* aforesaid, weaver, my true and lawful attorney for me, and in my name, place, and stead, and for my use, to ask, demand, and receive, all and every rent and rents, sum and sums of money now due, or which hereafter shall or may grow due to me from any person and persons whatsoever, who have been, now are, or hereafter shall or may be tenant or tenants of any messuages or tenements, lands, hereditaments, and premisses, or of any part or parts, share or shares, of any messuages or tenements, lands, hereditaments, and premisses, in *Great Britain*, the island of *Jamaica*, or elsewhere, belonging to me; and of and from all and every other person and persons liable to or impowered to pay the same, and upon receipt thereof, or of any part thereof, acquittances or other sufficient discharges for me and in my name, or in his own name, to make and give for what he shall so receive, and for non-payment of such rent or rents or any part thereof, to enter into and upon all or any of the messuages or tenements, lands and premisses, liable to the payment thereof, and distrain for the same, and the distress and distresses then and there found to take away, sell, and dispose of according to law; and also for me and in my name, and for my use, to ask, demand and receive, of and from all and every corporations and companies,

all

all and every sum and sums of money now due or which hereafter shall or may grow due to me for dividends, interest, or profits of any sum or sums of money, parts, or shares now belonging, or which shall belong to me therein respectively; and likewise to ask, demand, sue for, recover, and receive all and every debt and debts, sum and sums of money due, or to grow due and payable to me, from any other person or persons, for any other matter, cause, or thing whatsoever, and upon receipt thereof, or of any part thereof in my name, or in his own name, to make and give proper discharges for the same; and in case any tenant or tenants, of any messuages or tenements, lands and premisses wherein I have any right or interest, shall quit or leave the premisses by them respectively holden, then and in that case I do hereby give and grant to my said attorney, full power and authority to demise, let, and set the same respectively, or any part thereof, to such person or persons, and for such rent and rents, and for such term and time, and under such covenants and agreements as my said attorney shall think fit, and to expend and apply such part of the rents and profits of the said premisses as shall come to his hands, in repairing, and improving the same, as my said attorney shall judge proper, and one or more attorney or attorneys under him, for all or any the purposes aforesaid, to make and at  
plea-

pleasure to revoke, giving and hereby granting to my said attorney, full power and authority in the performance of all and singular the premisses aforesaid, as fully and amply in every respect as I myself might or could do if personally present, hereby ratifying and confirming all and whatsoever my said attorney shall lawfully do or cause to be done, in and about the said premisses, by virtue hereof. IN WITNESS, &c.

T. W. W.

*A Letter of Attorney to receive a Composition  
from an Insolvent Person.*

No. III.

TO ALL TO WHOM these presents shall come, John Jones, of Snow-bill, London, druggist, and Joseph Jenks, of Wood-street, London, druggist, send greeting; Whereas George Green, of the city of Chester, druggist, is justly indebted to the said John Jones, and Joseph Jenks, in the several sums of money following (that is to say) to the said John Jones, in the sum of —— pounds, and to the said Joseph Jenks, in the sum of —— pounds, which he is unable wholly to discharge, and hath therefore proposed immediately to pay to the said John Jones the sum of —— pounds, and to the said Joseph Jenks, the sum of —— pounds, and to secure to be paid to the said John Jones, the further sum of —— pounds, and to the said Joseph Jenks, the further sum of —— pounds,

on the 12th day of *August* next, being eighteen shillings for every pound of their respective debts, which the said *John Jones* and *Joseph Jenks*, have agreed to accept, in full of their said respective debts, and upon receipt thereof to execute a proper deed or instrument to discharge him from the said debts; Now THEREFORE KNOW YE, that the said *John Jones* and *Joseph Jenks*, have made, ordained, constituted, and appointed, and by these presents do severally make, ordain, constitute, and appoint *William Winn*, of the said city of *Chester*, gentleman, their true and lawful attorney, for them, and in their several names, and to and for their respective use, to receive of and from the said *George Green*, the said several sums of \_\_\_\_\_ pounds, and \_\_\_\_\_ pounds, and to accept of him proper securities for payment to the said *John Jones*, of the sum of \_\_\_\_\_ pounds, and to the said *Joseph Jenks*, of the sum of \_\_\_\_\_ pounds, on the said 12th day of *August* next, and upon receipt of the several sums of money and securities aforesaid, acquittances, releases, or other sufficient discharges, for and in the separate names of them the said *John Jones* and *Joseph Jenks*, to make, seal, and execute to the said *George Green*, in order to discharge him from the said debts; And further to do and perform all and every other act and acts, thing and things whatsoever, which shall be necessary in the premisses, as fully to all intents

tents and purposes as they themselves might or could do if personally present, and the said *John Jones* and *Joseph Jenks*, do hereby severally agree to ratify and confirm whatsoever their said attorney shall lawfully do or cause to be done in the premisses by virtue of these presents. IN WITNESS, &c.

T. W. W.

*A Letter of Attorney to receive Composition Money  
from the Administratrix of an Insolvent.*

No. IV.

TO ALL TO WHOM these presents shall come,  
I *William Wills*, of, &c. send greeting,  
*Whereas John Brice*, late of the parish of *Saint Paul, Covent Garden*, in the county of *Middlesex*, mercer, deceased, was in his life-time and at the time of his death, justly indebted unto me in the sum of —— pounds, *And whereas* administration, with the will annexed, of the said *John Brice*, was soon after his death granted to *Charlotte Brice*, his daughter, who paid me nine shillings in the pound, in part of my said debt, and afterwards intermarried with *Ferrers Nash*; *And whereas* I have agreed to accept of the said *Ferrers Nash* and *Charlotte* his wife, the further sum of two shillings and six pence, in the pound on my said debts, and my proportion of the sum of two hundred and ten pounds, raised by sale of three leasehold messuages, or tenements, and premisses, settled by the said *John Brice*, on his wife and children  
after

after marriage, in full satisfaction and discharge of my debt: Now KNOW YE therefore that I the said *William Wills*, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint *Charles Cheam*, of, &c. my true and lawful attorney, for me and in my name, or in his own name, but to and for my use, to ask, demand, and receive, of and from the said *Ferrers Nass* and *Charlotte* his wife, as administratrix as aforesaid, the sum of — pounds, being two shillings and six-pence in the pound on my said debt of — pounds, and also my share and proportion of the sum of two hundred and ten pounds, purchase-money, and upon receipt thereof, acquittances, releases, or other sufficient discharges for me, and in my name, to make, seal, and execute, and further, to do all and every other act and acts, thing and things whatsoever, which shall be necessary in the premisses, as fully to all intents and purposes as I myself might or could do if personally present, hereby ratifying and confirming all and whatsoever my said attorney shall lawfully do, or cause to be done, in or about the said said premisses.

T. W. W.

An

*A Letter of Attorney from Trustees to dispose of an Insolvent's Stock in Trade, and collect Debts.*

No. V.

TO ALL TO WHOM THESE PRESENTS SHALL COME,  
We, Phillip Peele, of Fleet-street, London,  
druggist, John James, of Bishopgate-street, London,  
druggist; and Joseph Jeays, of Wood-street,  
London, druggist, trustees of the estate and  
effects of Bartholomew Beaumont, of Wakefield,  
in the county of York, druggist, (which have  
been assigned to us by the said Bartholomew  
Beaumont, In trust, for ourselves and the rest of  
his creditors), send greeting; KNOW YE, that  
we the said Phillip Peele, John James, and Joseph  
Jeays, have made, ordained, constituted, and  
appointed, and in our place and stead, put  
and deputed, and by these presents do make,  
ordain, constitute, and appoint, and in our  
place and stead, put and depute Thomas Trin,  
of Wakefield aforesaid, gentleman, our true and  
lawful attorney, for us and on our behalves,  
and to and for our use, as trustees as aforesaid,  
to contract for, sell, and dispose of all and  
every, or any part of the stock in trade, wares,  
merchandizes, goods, chattels, implements,  
utensils and effects late belonging to the said  
Bartholomew Beaumont, which have been assign-  
ed to us the said Phillip Peele, John James, and  
Joseph Jeays, as trustees thereof as aforesaid,  
and

and to receive the consideration monies for the same, and likewise for us the said *Philip Peele*, *John James*, and *Joseph Jeays*, and in our names, or in the name of the said *Bartholomew Beaumont*, but to and for our use, as trustees as aforesaid, to ask, demand, and receive, of and from all and every person and persons anyways indebted to the said *Bartholomew Beaumont*, or his estate, all and every the debt and debts, sum and sums of money by them respectively due and owing, and for non-payment thereof, or of any part thereof, to take such course for recovering the same, as to our said attorney shall seem meet; and upon receipt of the said debt and debts, sum and sums of money respectively, or of any part thereof, acquittances or other sufficient discharges, for us and in our names as trustees as aforesaid, or in the name of the said *Bartholomew Beaumont*, or in his own name, to make and give for what he shall so receive, and generally to do, negotiate, transact, and perform all such other acts, matters, and things, for us and on our behalves, as trustees as aforesaid, in and about the premisses, as fully to all intents and purposes as we might or could do if personally present, hereby ratifying and confirming and agreeing to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done, in and about the premisses, by virtue of these presents. IN WITNESS, &c.

T. W. W.

*A Let-*

*A Letter of Attorney to settle Accounts and Differences, and receive Money.*

No. VI.

**K**NOW ALL MEN by these presents, that I Robert Raw, of the parish of Saint Stephen, Coleman-street, London, warehouseman, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint my brother John Raw, of Stony Royd, near Hallifax, in the county of York, merchant, my true and lawful attorney, for me, in my name, and on my behalf, to adjust and settle accounts, with all and every person and persons with whom I have had, or shall, or may have any transactions or dealings, and to compromise, agree, and determine all disputes and differences, that have or shall arise between me and any other person or persons whatsoever, and to execute all such deeds, instruments, and writings, as he shall judge necessary for that purpose, and to ask, demand, recover, and receive, to and for my use, of and from all and every person and persons that now is, or are, or hereafter shall or may become indebted to me by any ways or means whatsoever, all and every the debt and debts, sum and sums of money by them respectively due and owing, and to compound for any such debt and debts, and to take less than the whole

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for the same, or otherwise to agree the same in such manner, and upon such terms as my said attorney shall in his discretion think proper, and for non-payment thereof, or of any part thereof, to take such course for recovering the same, as to my said attorney shall seem meet; and upon receipt of the said debt and debts, sum and sums of money respectively, or any part thereof, acquittances, or other sufficient discharges, for me and in my name, or in his own name, to make and give for what he shall so receive, and generally to do, negotiate, transact, and perform all such other acts, matters, and things, for me and on my behalf, in and about the premisses, as fully in every respect as I might or could do if personally present; and I do hereby agree to ratify and confirm all and whatsoever my said attorney shall lawfully do, or cause to be done in and about the said premisses by virtue of these presents. **IN WITNESS, &c.**

T. W. W.

**No. VII.**

*A Letter of Attorney to sell an Annuity, settle Accounts, and receive Debts, and other Monies.*

**T**O ALL TO WHOM these presents shall come, I John Jones, of, &c. esquire, send greeting; Whereas I the said John Jones, am well intitled to one annuity or yearly sum of one hundred pounds, issuing and payable out of certain messuages, lands, tenements, hereditaments,

ments, and premisses, situate, lying, and being in the parish of *Croagh Barony*, of *Connelloe*, in the county of *Limerick*, and in the baronies of *Burrin* and *Inchiquin*, in the county of *Clare*, and in the barony of *Upper Ground*, in the county of *Tipperary*, and elsewhere, in the kingdom of *Ireland*, belonging to *John Weeks*, now or late of *Lower Havard*, in the parish of *Shepperton*, in the said county of *Middlesex*, esq; during the life of him the said *John Weeks*, Now KNOW YE, that I the said *John Jones*, intending shortly to proceed on a voyage to the island of *Jamaica*, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint my loving wife *Ann Jones*, and *Bertie Bridges*, of *Westminster*, in the said county of *Middlesex*, esq; my true and lawful attorney and attornies, jointly or separately for me, in my name, and for my use, to contract for, sell, and dispose of, to such person or persons as shall be inclined to purchase, and for the utmost and best price that can be reasonably got for the same, all that the said annuity or yearly sum of one hundred pounds, payable to me the said *John Jones*, and my assigns, during the life of the said *John Weeks* as aforesaid, and all arrears of the same, and upon receipt of the purchase-money for me, in my name, place, and stead, and as my proper act and deed, to make and execute such conveyances, assignments, or

other assurances in the law as shall be reasonable and necessary for effectually assigning and assuring of the said annuity, and the arrears thereof, unto the person or persons who in pursuance hereof shall contract for the same, or any part thereof; And also for me, in my name, and on my behalf, to adjust and settle accounts with all and every person and persons with whom I have had any transactions or dealings, and also to ask, demand, recover, and receive, of and from all and every person and persons that now is or are, or hereafter during my absence from *England*, shall or may become indebted to me, by any ways or means whatsoever, all and every the debt and debts, sum and sums of money by them respectively due and owing; and to compound for any such debt or debts, and to take less than the whole, or otherwise to agree for the same in such manner, and upon such terms as my said attorneys shall jointly or separately, in their, her, or his discretion think proper, and for non-payment thereof, or of any part thereof, to take such course for recovering the same as to my said attorneys, or either of them shall seem meet; and upon receipt of the said debt and debts, sum and sums of money respectively, or of any part thereof, acquittances, or other sufficient discharges for me and in my name, or in their or either of their own name or names, to make and give for what they shall respectively receive, and generally

to

to do, negotiate, transact, and perform all such other acts, matters, and things for me and in my behalf, in and about the premisses, as fully, to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all and whatsoever my said attorney, or either of them, shall lawfully do or cause to be done, in and about the premisses by virtue of these presents. IN WITNESS, &c. T. W. W.

*A Letter of Attorney to be admitted to Copyhold Premisses.*

No. VIII.

**K**NOW ALL MEN by these presents, that I *Robert Rowth*, of, &c. have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint *George Green*, of, &c. my true and lawful attorney, to appear at the next or any subsequent court baron, to be holden for the manor of *M.* otherwise *W.* in the county of *Surry*, and then and there for me, in my name and on my behalf to be admitted tenant to all that messuage or tenement, and a piece of ground thereunto adjoining, planted with fruit trees, containing by estimation, half an acre or thereabouts, and the barn, garden, yard, and backside thereunto belonging, with their and every of their appurtenances, situate, lying, and being in *W. M.* within the manor aforesaid, and

K k 3

held

held of the same by the yearly rent of one penny, and to all and every other the copyhold messuages, lands, tenements, and hereditaments whatsoever, parcel of the said manor, which is, are, or shall be surrendered to my use, by *Richard Rees*, of *W.M.* aforesaid, farmer, a customary tenant of the said manor, or by any other customary tenant thereof, and after admission had and taken for me and in my name, to surrender into the hands of the lord or lady of the said manor, the said messuages, lands, tenements, hereditaments, and premises, to the use and behoof of such person and persons, and for such estate and estates as I the said *Robert Rowth*, shall by my last will and testament in writing, give, devise, limit, or appoint the same. IN WITNESS, &c.

T. W. W.

No. IX.

*A Deputation from the Steward of a Manor to a Person to take a Surrender.*

K NOW ALL MEN by these presents, That I *Charles Cox*, of, &c. known steward of the manor of *F.* in the county of *Essex*, have nominated, appointed, and deputed, and by these presents do nominate, appoint, and depute *David Dean*, of, &c. my deputy steward of the manor aforesaid, for this purpose only, (that is to say) to take the surrender of *E.E.* and *F.* his wife, customary tenants of the manor afore-

aforsaid [having first privately and secretly examined the said *F.* the wife, in respect to her consent (which examination I hereby depute the said *David Dean* to take)] of all those customary lands, called *Y.* otherwise *S.* containing by estimation one hundred acres, more or less, in the occupation of —, by such names and descriptions as shall be thought proper, and the reverions and remainders thereof, and all their or either of their estate, right, title, and interest therein, to the use and behoof of such person or persons to whom they shall think fit to surrender the same, his, and their heirs and assigns, either absolutely or conditionally, in such manner as shall be agreed upon between the said *E. E.* and *F.* his wife, and the person or persons to whom such surrender shall be made, giving, and by these presents granting unto my said deputy, my full and sole power in the premisses, ratifying and confirming all and whatsoever my deputy shall legally do in the same; *Provided* that these presents, and the surrenders so to be taken as aforsaid, by virtue or means thereof be returned to me before, or at the next general court baron, to be holden for the manor aforesaid. IN WITNESS, &c.

T. W. W.

No. X.

*An Authority to a Steward of a Manor to enter upon the Court Roll Satisfaction of Monies due on Mortgage.*

A surrender of copyhold lands, in mortgage recited.

The mortgagor died having made a will and appointed an executor, who also died with a will, leaving his father executor, who is satisfied that the mortgage has been paid off.

The authority to enter satisfaction.

**T**O ALL TO WHOM THESE PRESENTS SHALL COME, *Samuel Simpson, of, &c. sends greeting;* Whereas at a court baron held for the manor of *W.*, in the county of *Essex*; on the 24th day of *April*, in the year of our Lord 17—. It was presented by the homage that *Rachel Norton*, and *Finch Norton*, her eldest son and heir, had before that court, surrendered certain copyhold lands, and tenements lying in the said manor, to *Elias Eld*, and his heirs, subject to redemption, on payment of five hundred pounds, as therein is mentioned; And whereas the said *Elias Eld* has been long since dead, having before his death made his last will and testament, and thereof appointed *Samuel Simpson* his executor, who is also since dead, having before his death made his last will and testament, and thereof appointed his father, the before named *Samuel Simpson*, his executor; And whereas the said *Samuel Simpson* is satisfied that the said mortgage-money and interest has been long since paid and satisfied, although no satisfaction hath been entered upon the court-rolls of the said manor; Now KNOW YE that the said *Samuel Simpson*, the father, for divers good causes and considerations, him hereunto moving, hath given and granted, and by these presents, doth give and grant *George Griffiths*, gentleman,

gentleman, steward of the said manor of *W.* or any other steward thereof for the time being, full power and authority to enter satisfaction on the court rolls of the said manor for the principal money and interest due on the said mortgage or conditional surrender, presented at the said court, held on the said 24th day of April 17— as aforesaid, to the intent and purpose that the same may be vacated and appear on the court roll, to be satisfied and discharged. IN WITNESS, &c.

T. W. W.

*An Appointment of a Steward of a Manor.*

No. XI.

TO ALL TO WHOM these presents shall come,  
I Charles Crow, of, &c. esquire, lord of  
the manor of *L.* in the county of Middlesex,  
send greeting; KNOW YE that I the said Charles  
Crow, have given and granted, and by these  
presents do give and grant unto Andrew Atkins,  
of, &c. in the said county of Middlesex, gentle-  
man, the office of stewardship of the said manor  
of *L.* and do nominate, constitute, and appoint  
him the said Andrew Atkins, steward of the  
said manor, there to keep and hold all courts  
belonging to the said manor, at such times as  
the same have been heretofore usually held,  
and at any other times as he the said Andrew  
Atkins shall think fit and necessary, To have,  
hold, and enjoy the said office of stewardship,  
and to take and receive all and singular the  
fees,

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fees, emoluments, and profits, thereto belonging, by him the said *Andrew Atkins*, or his sufficient deputy, for and during such time and so long as he the said *Andrew Atkins* shall well and faithfully demean and behave himself in his said office. IN WITNESS, &c.

T. W. W.

**No. XII.** *A Letter of Attorney to receive a Legacy.—Settled by Mr. WEBB.*

**T**O ALL TO WHOM these presents shall come, *Ann Atkins* of, &c. spinster, sendeth greeting, Whereas *Ester Ellis*, late of the parish of *Islington* in the county of *Middlesex*, widow, deceased, by her last will and testament in writing, bearing date the 1st day of *January*, 17—, did (amongst other things) give to her daughter *Sarah Tayne*, and to *Mr. James Reed*, of *Spitalfields*, watchmaker, five hundred pounds, secured to her by an exchequer annuity of —— pounds, bearing date the 9th of *June*, 17—, upon trust, with all convenient speed after her decease, to sell and dispose thereof for the best price that could be got, and to divide the money arising by such sale equally between such of her late daughter *Ester Atkins's* children as should be living at the time of her (the said testatrix's) decease, share and share alike, to be paid to them respectively, as they should

should attain their respective ages of twenty-one years; and of her said will did make and appoint the said *Sarah Tayne* and *James Reed* executrix and executor as by the said will duly proved by the said *Sarah Tayne* and *James Reed* in the Prerogative Court of *Canterbury*, relation being thereto had, may appear: *And whereas* the testatrix died on or about the 11th day of *March*, 17—, and there then were, and still are, eight children living of her said deceased daughter *Ester Atkins*, namely, the said *Ann Atkins*, *Ester Atkins*, *Mary* the wife of Mr. *Robert Cross*, *Susannah Atkins*, *Sarah Atkins*, *Elizabeth* the wife of *John Baptist Moreau*, *Henrietta* and *Paul Atkins*; *And whereas* the said *Ann Atkins* hath attained the age of twenty-one years, and is thereby as one of the eight children of the said *Ester Atkins*, her late mother, deceased, become intitled to one eighth part or share of the money raised by the sale of the said exchequer annuity, and to an eighth part of the interest and profits thereof. Now KNOW YE, that the said *Ann Atkins* hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint *Frederick Fry* of *London*, merchant, her true and lawful attorney, for her and in her name, or in his own name, but to and for the sole and proper use and benefit of her the said *Ann Atkins*, to ask, demand, sue for, recover and receive, of and from the said *Sarah Tayne* and

and *James Reed* their executors and administrators, and all other persons liable to the payment thereof, all such sum and sums of money as are or shall be due and owing to her the said *Ann Atkins* for her part or share of the said five hundred pounds, or the exchequer annuity given by the said recited will to the said *Sarah Tayne* and *James Reed*, in trust as aforesaid, or for the interest or produce thereof, and to adjust and settle the account touching and concerning the same; and upon receipt of such sum or sums of money as shall appear to be due and belonging to the said *Ann Atkins* as aforesaid, acquittances or other sufficient discharges for her and in her name, or in his own name, to make and give, giving and hereby granting to her said attorney full power and authority in the execution and performance of all and singular the premisses, as fully and effectually to all intents and purposes, as she the said *Ann Atkins* might or could do if personally present, hereby ratifying and confirming all and whatsoever, her said attorney shall lawfully do or cause to be done in or about the premisses.

**IN WITNESS,** &c. Award.

etiamq[ue] b[ea]tis morbosq[ue] venenosissimis  
speciisq[ue] aliis oris distillentibus q[ui]dam illis b[ea]tis  
et venom[um] lo[re]ntur. Quod illis distillen-  
tibus id est q[ui]nq[ue] annis b[ea]tis et venenosissimis

**Award.**

*A Reference.—An Appointment of an Umpire by  
the Referees—and an Award by that Umpire.*

No. I.

*The Reference.*

**T**O ALL TO WHOM THESE PRESENTS SHALL COME,  
—George Graham of, &c. and the reverend  
Joseph Jones of, &c. clerk, administrator of  
the goods, chattels, rights, and credits of Thomas  
Jones late of, &c. deceased, send greeting,  
*Whereas* by articles of copartnership bearing  
date on or about the 23d day of January,  
which was in the year of our Lord 17—, and  
made, or mentioned to be made, between the  
the said Thomas Jones of the first part; the said  
George Graham of the second part; and Charles  
Jones of, &c. eldest son of the said Thomas  
Jones of the third part: It is witnessed, that for  
the considerations therein mentioned, they the  
said parties thereto did become, and agree to  
continue partners and joint traders together,  
in the art, trade, mystery, or business of an  
Apothecary, from the day of the date thereof  
for and during their joint lives, and the joint  
lives of the two of the said three which should  
happen to survive: And that from and after the  
22d day of December, which should be in the year  
of our Lord 17—, they the said parties should  
each

Articles of co-  
partnership re-  
cited.

With power of  
reference of all  
disputes.

each of them have a several right, interest and property in and to one full third part of the stock and utensils in trade, which should belong to the said partnership, and in and to the increase and gain that should grow or arise by the means of the said joint trade: And it was by the same articles (amongst other things) declared and agreed by and between the said parties thereto, that when and so often as any controversy, difference, or question, should happen or arise between the said parties, their executors, administrators, or assigns, or any of them, touching or concerning the said partnership or the joint stock or trade thereof, or in respect of any matter or thing not thereby fully determined, set down, explained, or declared; then and in every such case before any suit in law or equity should be commenced, each of the said parties and his executors, administrators, and assigns, should refer the consideration of every such controversy, difference, and question, to two discreet and indifferent persons, to be named and appointed by the parties so contending, who should hear and determine the same; and in default of their determination and award therein, should have power to elect and make choice of a third person for umpire, who alone should hear and determine such controversy, difference, and question; and whatever award touching or concerning such controversy, difference, and question

tion should be made and delivered, or given up in writing, indented, under the hands and seals of such arbitrators within twenty days next after their election, or under the hand and seal of such umpire within ten days next after his election, each of the several parties thereto, and his and their executors and administrators respectively, should well and truly abide by, stand to, keep, accomplish, perform, and fulfil, without any trouble whatsoever, as in and by the said in part recited articles, relation being thereto had, may appear. *And whereas* the said *Charles Jones* departed this life, intestate, on or about the 17th day of *January*, which was in the year of our Lord 17—, but no letters of administration have yet been granted of his estate and effects; *And whereas* the said *Thomas Jones* also departed this life on or about the 2d day of *April*, which was in the said year 17—, having duly made and published his last will and testament in writing, with a codicil thereto, and appointed his wife *Henrietta Jones* sole executrix thereof, who dying in the lifetime of the said *Thomas Jones*, administration of his estate and effects, with his will and codicil annexed, hath been duly granted by the Prerogative Court of *Canterbury* to his son the said rev. *Joseph Jones*; *And whereas* differences have arisen between the said *George Graham* and the said *Joseph Jones*, as administrator of the said *Thomas Jones* as aforesaid, with regard to

One partner dead.

The death of another partner recited.

Disputes having arisen between the surviving partner and the representative of the deceased partner,

to a demand of two hundred and sixty pounds, made by the said *George Graham* for the charge and expence of his keeping a chariot several years before the decease of the said *Charles Jones*, in order to perform the said copartnership business; and likewise as to a demand of forty pounds, made by the said *George Graham* for the expence of his keeping a chariot after the decease of the said *Charles Jones*, to the death of the said *Thomas Jones*\*. Now THEREFORE KNOW YE, that we the said *George Graham* and *Joseph Jones* have nominated and appointed, and by these presents do nominate and appoint *Henry Higs* of, &c. and *Matthew Maine* of, &c. two discreet and indifferent persons to be arbitrators between us, to whom we refer the consideration of the said differences, to hear and determine the same. IN WITNESS, &c.

The reference  
pursuant to the  
articles.

The Election of an Umpire.

To ALL TO WHOM these presents shall come, we *Henry Higs* of, &c. and *Matthew Maine* of, &c. send greeting, Whereas [here were inserted the same recitals as in the Reference as far as \*, when the present Deed proceeded as follows], which said differences were referred by the said *George Graham* and *Joseph Jones*, to the consideration of us the said *Henry Higs* and *Matthew Maine*, to hear and determine the same, and we not being

being able to compromise and determine such differences, HAVE THEREFORE elected and made choice of, and by these presents do elect and make choice of *Thomas Trueman* of, &c. for umpire, to hear and determine the said differences between the said *George Graham* and *Joseph Jones*. IN WITNESS, &c.

## The Award.

To ALL TO WHOM these presents shall come, *Thomas Trueman* of *Bread Street, London*, apothecary, sendeth greeting, Whereas [here were inserted the same recitals as in the first deed], And whereas differences have arisen between the said *George Graham* and the said *Joseph Jones* as administrator of the said *Thomas Jones* as aforesaid, with regard to a demand of two hundred and sixty pounds, made by the said *George Graham*, for the charge and expence of his keeping a chariot, several years before the decease of the said *Charles Jones*, in order to perform the said copartnership business; and likewise as to a demand of forty pounds made by the said *George Graham* for the expence of his keeping a chariot after the decease of the said *Charles Jones*, to the death of the said *Thomas Jones*, which said differences have been referred by the said *George Graham* and *Joseph Jones* to the consideration of *Henry Higs* of, &c. and *Charles Maine* of, &c, two discreet and indifferent persons named and appointed by the

A recital of the  
differences;

and that arbit-  
rators were  
appointed,

## Original Precedents

who could not determine the same, and therefore chose an umpire.

The award that the surviving partner shall be allowed monies out of the copartnership effects.

said *George Graham* and *Joseph Jones* to determine the same: And whereas the said two arbitrators not being able to comprise and determine the said differences did, on the first day of this inst. May, elect and make choice of me the said *Thomas Trueman* for umpire to hear and determine the same; Now THEREFORE KNOW YE, that I the said *Thomas Trueman* having fully considered all matters relating to the premisses, do by this my award and umpirage, award, order, decree, and adjudge, that the said *George Graham*, his executors, administrators, or assigns, shall be paid and allowed the sum of one hundred and sixty pounds, of lawful money of Great Britain, by and out of the estate and effects in copartnership between the said *Thomas Jones* *George Graham*, and *Charles Jones*, at the time of the decease of the said *Charles Jones*, in full payment, satisfaction and discharge of and for all monies, debts, and demands, due or owing unto the said *George Graham*, by the said partners in copartnership, in respect of his being at the expence of providing and keeping a chariot, coachman, and horses, to attend the said copartnership business previous to the decease of the said *Charles Jones*: AND I do hereby award, order, decree, and adjudge, that the said *George Graham*, his executors, administrators, or assigns, shall likewise be paid and allowed the sum of forty pounds, of like money, by and out of the estate and effects in copart-

copartnership between him and the said *Thomas Jones*, at the time of the decease of the said *Thomas Jones*, in full payment, satisfaction, and discharge, of and for all monies, debts, and demands, due or owing to the said *George Graham*, in respect of his being at the expence of providing and keeping a chariot, coachman, and horses, to attend the said copartnership business, from the decease of the said *Charles Jones*, until the death of the said *Thomas Jones*.  
IN WITNESS, &c.

The above drafts were approved by

Mr. WEBB.

## Bargain and Sale.

*A Bargain and Sale of a Freehold Estate to be inrolled.*

No. I.

THIS INDENTURE made the — day of —, in the twentieth year of the reign of our sovereign lord *George the Third*, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, and so forth; and in the year of our Lord 17—, between the right honourable J. earl of P. of the one part, and *John Crooke of Fleet Street, London*, gentleman, of the other part, WITNESSETH, that for and in consideration of the sum of two thousand two hundred and ninety pounds, of law-

The considera-  
tion.

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ful

ful money of *Great Britain*, to the said J. earl of P. in hand, at or before the sealing and delivery of these presents, well and truly paid by the said John Crooke, the receipt and payment of which said sum of two thousand two hundred and ninety pounds, the said J. earl of P. doth hereby acknowledge, and thereof, and of, and from every part thereof, doth acquit, release and for ever discharge, the said John Crooke, his heirs, executors, and administrators; by these presents, he the said J. earl of P. hath granted, bargained, sold, and confirmed, and by these presents doth grant, bargain, sell, and confirm, unto the said John Crooke, his heirs and assigns, *All that, &c.* *To have and to hold* the said pieces or parcels of ground, messuages, or tenements, erections and buildings, hereditaments, and all and singular other the premises hereinbefore mentioned to be hereby granted, bargained, and sold or intended so to be, with their and every of their appurtenances, subject to the said several indentures of lease hereinbefore particularly mentioned, and to the said terms of sixty-one years and seventy-one years, thereby respectively demised; unto the said John Crooke, his heirs and assigns, to the only proper use and behoof of the said John Crooke, his heirs and assigns for ever. *In witness, &c.*

The bargain  
and sale.

Habendum.

I approve of this draft on behalf of  
Mr. Crooke.

J. H.  
*A Bar-*

*A Bargain and Sale from a Mortgagee and Mortgagor to a Purchaser.*

No. II.

THIS INDENTURE of three parts, made the — day of — in the seventeenth year of the reign of our sovereign lord George the Third, by the grace of God of Great Britain, France, and Ireland, king, defender of the faith, &c. and in the year of our Lord 17—, between *Thomas Trent*, of, &c. of the first part; *Charles Clegg*, of, &c. eldest son and heir apparent of Sir *Charles Clegg*, late of, &c. aforesaid, baronet, by *Anna Maria*, his wife, deceased, formerly *Anna Maria Maire*, the daughter and heir of *Richard Maire*, esquire, deceased, who was the eldest son of *Richard Mair*, deceased, by *Sarab* his wife, formerly *Sarab Soley*, deceased, who was the eldest sister of *Rebecca Soley*, late of *Richmond* in the county of *Surry*, deceased, of the second part; and *William Wynn*, of, &c. of the third part; Whereas the messuage or tenement, buildings, lands, and hereditaments hereinafter mentioned to be hereby bargained and sold, are and stand limited and assured, unto and to the use of the said *Thomas Trent*, his heirs and assigns, by way of mortgage, for securing the principal sum of one thousand pounds, and interest; And whereas there now remains due and owing to the said *Thomas Trent*, upon and by virtue of his said mortgage, the said principal sum of one thousand

A recital that  
the premises  
are subject to a  
mortgage.

A recital of  
what is due.

L 13                    pounds

The considera-  
tion.

pounds only, all interest for the same up to the day of the date of these presents, having been fully paid and discharged, as the said *Thomas Trent*, doth hereby admit, and acknowledge: Now THIS INDENTURE WITNESSETH, that for and in consideration of the sum of one thousand pounds of lawful money of *Great Britain*, to him the said *Thomas Trent*, (in satisfaction and discharge of the said sum of one thousand pounds due and owing to him as aforesaid, upon and by virtue of his said security, in hand, well and truly paid by the said *William Wynn*, at or before the sealing and delivery of these presents, at the request, and by the direction and appointment of the said *Charles Clegg*, (testified by his being a party to, and sealing and delivering these presents) and of the sum of six hundred and five pounds, of like lawful money, to the said *Charles Clegg*, in hand also, paid by the said *William Wynn*, at or before the sealing and delivery of these presents, the receipt of which said several sums of one thousand pounds, and six hundred and five pounds, to them the said *Thomas Trent*, and *Charles Clegg* respectively, paid as aforesaid, they the said *Thomas Trent*, and *Charles Clegg*, do hereby respectively confess and acknowledge, and thereof and therefrom, and of and from every part and parcel thereof, do respectively, acquit, release, and for ever discharge the said *William Wynn*, his heirs, executors, and administrators, by these

these presents; he the said *Thomas Trent*, (at the request, and by the direction and appointment of the said *Charles Clegg*, testified as aforesaid) hath bargained and sold, and by these presents doth bargain and sell, and the said *Charles Clegg*, hath granted, bargained, sold, and confirmed, and by these presents doth grant, bargain, sell, and confirm unto the said *William Wynn*, his heirs and assigns; all, &c. together with all and singular ways, waters, water-courses, hedges, ditches, trees, fences, paths, passages, emoluments, advantages, rights, privileges, and appurtenances, to the said premises belonging, and the reversion and reversions, remainder and remainders rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, possession, property, benefit, equity of redemption, claim and demand whatsoever, both at law and in equity, of them the said *Thomas Trent* and *Charles Clegg*, and each of them, of, in, to and out of the said messuage or tenement, buildings, lands, hereditaments, and premises, hereby bargained and sold, or meant, mentioned, or intended hereby so to be, and every or any part and parcel thereof; *To have and to hold*, the said messuage or tenement, buildings, lands, hereditaments, and all and singular other the premises hereby bargained and sold, or meant, mentioned, or intended hereby so to be, and every

General words.

Habendum.

part and parcel thereof, with their and every of their appurtenances, unto the said *William Wynn*, his heirs and assigns, to the only proper use and behoof of him the said *William Wynn*, his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. IN WITNESS, &c.

I approve of this draft,

J. H.

No. III. *A Bargain and Sale from the surviving Assignee of a Bankrupt, and the Bankrupt to a Purchaser.*

**T**HIS INDENTURE tripartite, made the 13th day of May, in the — year of the reign of our sovereign lord *George the — by the grace of God, of Great Britain, France, and Ireland, king, defender of the faith, &c.* and in the year of our Lord 17—, between *Joseph Wingfield*, citizen, and cooper, of *London*, surviving assignee of the estate and effects of *Richard Smith*, of *Ludgate-hill, London*, coachman, Chapman, and dealer in horses, against whom a commission of bankruptcy hath been awarded, of the first part; the said *Richard Smith*, of the second part; and *Richard Solly*, of *Sandwich*, in the county of *Kent*, *Woollen-draper*, of the third part; WITNESSETH, that for and in consideration of the sum of two thousand three hundred pounds of lawful money

The considera-  
tion.

money of *Great Britain*, to him the said *Joseph Wingfield*, in hand paid by the said *Richard Solly*, at, or before the sealing and delivery of these presents, and also for and in consideration of the sum of five shillings of like money, to the said *Richard Smith*, in hand also paid by the said *Richard Solly*, at or before the sealing and delivery of these presents, the receipt of which said several sums of two thousand three hundred pounds, and five shillings, the said *Joseph Wingfield*, and the said *Richard Smith*, do hereby severally acknowledge, and thereof and therefrom do severally acquit, release, and discharge the said *Richard Solly*, his heirs, executors, and administrators, and every of them for ever, by these presents, he the said *Joseph Wingfield*, and also the said *Richard Smith*, have and each of them hath bargained and sold, and by these presents do, and each of them doth bargain and sell unto the said *Richard Solly* and his heirs, all that, &c. and all other the manors, messuages, lands, hereditaments, and premisses, in *Wonborough*, otherwise *Woodnesborough*, otherwise *Winsborough* aforesaid, or within the fields, liberties, precincts, or territories thereof, which were bargained and sold by the major part of the commissioners in the said commission named, to *Matthew Scofield*, of *Sbad Thames, Southwark*, in the county of *Surry*, cornfactor, (since deceased) and the said *Joseph Wingfield*, and their heirs,

General words.

Habendum.

heirs, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits, of all and singular the said manor, messuages, lands, and premisses hereinbefore mentioned, or intended to be hereby bargained and sold, and of every part and parcel thereof; and all the estate, right, title, interest, use, possession, property, benefit, trust, claim, and demand whatsoever, both in law and equity, of them the said *Joseph Wingfield*, and *Richard Smith*, or either of them, of, in, to or out of the same premisses, and every or any part or parcel thereof, together with all deeds, evidences, and writings, touching or concerning the said premisses, and every or any part or parcel thereof, in the custody or power of them the said *Joseph Wingfield* and *Richard Smith*, or either of them; *To have and to hold the said manor, messuages, lands, hereditaments, and all and singular other the premisses hereinbefore mentioned or intended to be hereby bargained and sold, with their and every of their appurtenances, unto the said Richard Solly, his heirs and assigns for ever.* IN WITNESS, &c.

I approve of this draft,  
W. RIVET.

I approve of this draft on behalf of the  
assignees,

T. STRICKLAND.

A Bar-

*A Bargain and Sale of an Estate Tail, from the Commissioners in a renewed Commission of Bankruptcy to a new Assignee.*

No. IV.

**T**HIS INDENTURE, &c. between *Thomas Hobkyn* and *Stephen Soame*, esquires, and *George Hill*, gentleman, of the one part; and *John Weston*, of *Hatton Garden, London*, esquire, of the other part; Whereas the king's majesty's commission under the great seal of Great Britain, bearing date at Westminster, the 14th day of November in the twenty-first year of the reign of his late majesty king George the Second, grounded upon the several statutes made and now in force concerning bankruptcy, some or one of them, was awarded and issued against *John Child*, of the parish of *Saint Botolph without Bishopsgate, London*, haberdasher, directed unto *William Freeman*, and *Peter Holford*, esquires, *Thomas Butler*, *Charles Scrafe*, and *John Pye*, gentlemen, thereby giving full power and authority unto them the said commissioners, four or three of them, whereof the said *William Freeman* or *Peter Holford*, to be one, to execute the same, as by the said commission, relation being thereunto had, may appear; And whereas the major part of the said commissioners in and by the said commission named and authorised, having begun to put the said commission in execution,

A commission  
of bankruptcy  
recited,

and that the  
party was de-  
clared bank-  
rupt.

## Original Precedents

upon due examination of witnesses, and other good proof, upon oath before them had and taken, did find that the said *John Child*, had for several years last past, before the date and suing forth of the said commission used and exercised the trade or business of an haberdasher, and thereby sought and endeavoured to get his living as other persons of the same trade usually do, and that the said *John Child*, in the course of his trade and dealing as aforesaid, became justly and truly indebted unto *Stanley Goddard*, of *Cannon-street, London*, warehouse-man, *Henry Eustace*, of *Fenchurch-street, London*, vintner, *Joseph Kirkman*, *John Kirkman*, and *Samuel Kirkman*, of *Friday-street, London*, silkmen and partners, *Jane Coverly*, of *Aldermanbury, London*, widow, and *James Sibbald*, of the *Poultry, London*, silkman, in the sum of two hundred pounds and upwards, and being so indebted, he the said *John Child*, did before the date and suing forth of the said commission in the judgment of the major part of the said commissioners in and by the said commission named and authorised, become bankrupt, to all intents and purposes, within the true intent and meaning of the several statutes made and in force concerning bankrupts, some or one of them, and was by the said commissioners adjudged and declared bankrupt accordingly; *And whereas* at a meeting of the major part of the said commissioners, in and by the said commission named and authorised,

**Affigees were  
chosen.**

at

at *Guildhall, London*, on the 1st day of *December*, 17—, pursuant to notice for that purpose, given in the *London Gazette*, the major part in value, of the creditors of the said *John Child*, then present, who had proved their debts under the said commission, and whose debts respectively amounted to ten pounds or upwards, did duly elect and chuse the said *Stanley Goddard* and *Benjamin Burroughs*, of the parish of *Saint Leonard, Eastcheap, London*, warehousemen, to be assignees of the estate and effects of the said bankrupt; *And whereas* the said *Stanley Goddard*, survived the said *Benjamin Burroughs*, and afterwards departed this life, and three of the commissioners named in the said commission are also deceased, whereupon a renewed commission, under the great seal of *Great Britain*, bearing date at *Westminster*, the 4th day of *July* last past, hath been awarded and issued against the said *John Child*, directed to the said *Charles Scrase*, and *John Pye* the surviving commissioners, together with the said *Thomas Hotchkin*, *Stephen Soame*, and *George Hill*, parties hereto, thereby giving full power and authority unto the said commissioners, four or three of them, whereof the said *Thomas Hotchkin*, or *Stephen Soame* to be one, to execute the same, as by the said renewed commission, relation being thereto had, may appear; *And whereas* by an order of the right honourable the lord high chancellor of *Great Britain*, made

The assignees  
and part of the  
commissioners  
died, whereupon  
a renewed com-  
mission was if-  
fued,

and the chan-  
cellor directed  
new assignees  
to be chosen.

on

## Original Precedents,

on Tuesday 18th day of July last, founded on a petition preferred to him by George Mason, and the said John Weston, the sole executor of the last will and testament of Richard Jeffop, deceased, which said George Mason and Richard Jeffop, were two of the creditors of the said John Child, the bankrupt, his lordship did (amongst other things) order that the major part of the commissioners named in the said renewed commission, should cause due notice to be forthwith given in the *London Gazette*, appointing a time for the creditors of the said John Child, the bankrupt, to meet at the Guildhall of the city of London, in order to proceed to the choice of one or more person or persons, to be a new assignee or assignees of the estate and effects of the said John Child, the bankrupt, in the room of the said Stanley Goddard, deceased, who was the surviving assignee thereof; and that the creditors of the said John Child, the bankrupt, who should be present at such meeting, should proceed to such new choice accordingly, as by the said order, relation being thereto had, may appear: And whereas, in pursuance of the said order, notice was duly given in the *London Gazette* from Saturday the 11th to Tuesday the 14th day of November last, purporting, that the commissioners named and authorised in and by the said renewed commission, or the major part of them, would meet on the 4th day of December instant, at ten of the clock in the forenoon

at

at Guildhall, London, for the choice of a new assignee or assignees, of the estate and effects of the said *John Child*, the bankrupt, in the room of the said *Stanley Goddard*; and that the creditors of the said bankrupt might then come and vote in such choice: *And whereas*, in pursuance of the last mentioned notice in the *London Gazette*, the said *T. H. S. S.* and *G. H.* the major part of the commissioners in the said renewed commission named and authorised, and also several of the creditors of the said *John Child*, the bankrupt, did accordingly meet on the said 4th day of this instant *December* for the choice of one or more person or persons to be a new assignee or assignees, of his estate and effects, in the room of the said *Stanley Goddard*, deceased, when the said *John Weston* party hereto was accordingly duly chosen assignee thereof, by the major part in value of the creditors of the said bankrupt, who were then present, and intitled to vote in such choice. *And whereas* the major part of the commissioners, in and by the said renewed commission named and authorised, in further execution of the said commission have found, or it otherwise appeared unto them, that the said *John Child*, at the time he became bankrupt as aforesaid, was (amongst other things) seised of or intitled unto an estate tail in reversion, expectant on the decease of the aforesaid *Richard Jeffop*, of and in the premises in *Shoreditch* hereinafter mentioned

A new assignee chosen.

A recital that  
the bank-  
rupt was intit-  
led to an ef-  
tate tail in re-  
version.

## Original Precedents

The considera-  
tion.

mentioned to be hereby bargained and sold, and that the said *Richard Jeffop* is now deceased, whereby the said *John Child* is become tenant in possession of the said estate. Now THIS INDENTURE WITNESSETH, that the said commissioners, parties to these presents, in further execution of the said renewed commission, and by force and virtue thereof, and of the statutes therein mentioned; and for and in consideration of the sum of five shillings of lawful money of Great Britain, to them the said commissioners, parties hereto, in hand paid, by the said *John Weston*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; and also in consideration of the performance of the covenants and agreements hereinafter contained on the part and behalf of the said *John Weston*, his heirs, executors, administrators, and assigns, to be kept, done, and performed, have ordered, granted, bargained, and sold, and by these presents (as much as in them, the said commissioners, parties to these presents lie, and they lawfully may) do order, grant, bargain, and sell, unto the said *John Weston*, his heirs and assigns, all those three messuages or tenements, and a mill-house with a mill and kiln, situate, lying and being on the East side of the street, road, or common highway, leading from Shoreditch to Kingland in the parish of Saint Leonard, Shoreditch, in the county of Middlesex, heretofore

The bargain  
and sale of the  
estate from the  
commissioners  
to the assignee.

in

in the several tenures or occupations of *John Malton, William Ekens, and Benjamin Sheppard* their under-tenants or assigns, and now in the tenure or occupation of *Ann Peacocke*, or her under-tenants, together with all chambers, rooms, gardens, yards, back-sides, stables, sheds, out-houses, ways, waters, water-courses, passages, lights, easements, privileges, commodities, emoluments, hereditaments, and appurtenances whatsoever, to the said messuages or tenements, mill-house and premisses belonging, or in anywise appertaining, or therewith, or with any part thereof, used, occupied, possessed or enjoyed; or accepted, reputed, taken or known as part, parcel, or member thereof, or of any part thereof; and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premisses; and all the estate, right, title, interest, benefit, profit, property, claim, and demand whatsoever, which he the said *John Child*, at the time of his becoming bankrupt as aforesaid, had, of, in, or to the same premisses, every or any part thereof; and all other the freehold messuages, lands, tenements and hereditaments whatsoever and wheresoever, which he the said *John Child* had purchased or obtained for money or other recompence, jointly with his wife, children, or child, to the only use of him the said *John Child*; and also all such use, estate, interest, right, and title whatsoever, which he

## Original Precedents

**Habendum.****In trust for the  
benefit of the  
creditors.****And as to the  
overplus (if any)  
after payment  
of the debts  
proved under  
the commission,  
in trust for the  
bankrupt.**

the said *John Child* had, of, in, or to any free-hold messuages, lands, tenements, and hereditaments whatsoever at the time he became bankrupt as aforesaid, which he could depart withal; and all and singular other the premisses hereinbefore mentioned and intended to be hereby bargained and sold: *To have and to hold* the said messuages or tenements, mill-house, and all and singular other the premisses hereinbefore mentioned and intended to be hereby bargained and sold, with their and every of their appurtenances, unto the said *John Weston*, his heirs and assigns for ever, or according to the said *John Child's* right and interest therein, subject to such charges and incumbrances (if any there be), as the same are legally charged with, and liable to: *In trust* nevertheless, and for the only use and behoof of the said *John Weston*, and all and every other the creditors of the said *John Child*, who have already sought, or shall hereafter in due time come in and seek relief by virtue of the said commissions, or either of them, or any other renewed commission against the said *John Child*, and duly prove and ascertain their several and respective debts under the same according to the directions and limitations of the several statutes in that behalf made and provided: *And as to the overplus, (if any) after payment and satisfaction of all such debt and debts as shall or may be proved under the said commissions, or any other renewed com-*

commission against the said *John Child*, and the charges of prosecuting the same, *In trust* for the said *John Child*, his heirs, and assigns, and according to the said statutes, and the true intent and meaning thereof: *And* the said *John Weston*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said commissioners, parties hereto, their executors and administrators, and to and with every of them, by these presents in manner following; (that is to say) That he the said *John Weston*, his heirs and assigns, shall and will, with all convenient speed, use his and their best endeavours by suit at law, or otherwise, to recover and get possession of the said messuages or tenements, hereditaments, and premisses, with the appurtenances; and shall and will, after recovery and possession had of the same, or any part thereof, make sale and disposition thereof, with the like convenient speed, to and for the most money and best price he or they can get for the same: *And further*, that he the said *John Weston*, his heirs, executors, and administrators, shall and will from time to time, and at all times hereafter, upon reasonable request and notice to him or them, given for that purpose under the hands of the commissioners authorised by the said renewed or any other renewed commission against the said *John Child*, or the major part of them, render and give unto the said commissioners,

Covenant from  
the assignee to  
recover posses-  
sion of the es-  
tates, and make  
sale thereof with  
all convenient  
speed.

And to account  
with the com-  
missioners for  
all monies which  
he shall receive  
under this bar-  
gain and sale, to  
the intent that  
the same may be  
divided amongst  
the creditors.

M m 2

or

## Original Precedents

or the major part of them thereby authorised, at such time and place as they shall appoint, a just and true account in writing, of all and every such sum and sums of money, or other satisfaction which he the said *John Weston*, his heirs or assigns, shall or may have received, obtained, or raised, by virtue of these presents, or by means of this present deed of bargain and sale, out of the said *John Child's* estate, hereby bargained and sold to him; and all such monies or other satisfaction as shall appear to be received, had, obtained, or raised by him or them as aforesaid; he the said *John Weston*, his heirs or assigns, shall and will (after all just allowances thereout deducted) upon the like reasonable request, well and truly pay or cause to be paid unto the said commissioners, parties to these presents, or the major part of the commissioners authorised by the said renewed, or any other renewed commission against the said *John Child*, to the intent that the same may be by them, or the major part of them, ordered, disposed, distributed, and divided unto and amongst the said *John Weston*, and all and every other the creditors of the said *John Child*, who have already fought or shall hereafter in due time come in and seek relief, by virtue of the said commissions, proportionably, according to the several debts due and owing to them respectively, from the said *John Child*; *And lastly*, the said *John Weston*, doth hereby

for  
The assignee  
covenants to in-  
demnify the  
commissioners.

for himself, his heirs, executors, and administrators, further covenant, promise, and agree, to and with the said commissioners, parties to these presents, and each and every of them, their and every of their heirs, executors, administrators, and assigns, that he the said *John Weston*, his heirs, executors, or administrators, shall and will from time to time and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnified, all the said commissioners in and by the said renewed commission, named and authorised, and every of them, their and every of their heirs and assigns, lands, tenements, goods, and chattels, and the officers, agents, and servants, who have been by them or any of them employed in or about the execution of the said commission, of, from, and against all manner of actions, suits, troubles, costs, charges, damages, and expences whatsoever, which they or any of them shall or may suffer, sustain, or be put unto, for or by reason or means of this present deed, or any other act, matter, or thing by them or any of them lawfully done or committed by virtue of the said recited commission, or by their or any of their lawful intermeddling in any of the estates of the said *John Child* the bankrupt. IN WITNESS, &c.

I approve of this draft,

T. H.

No. V.

*A Bargain and Sale of a Reversion from an Heir at Law to a Devisee, the Heir at Law having a Legacy given him by a Will (which was not duly execut' on Condition of his conveying the Premis)*

**T**HIS Indenture made the —— day of —— in the year of our 17—, and in the —— year of the reign of our sovereign lord George the —— by the grace of God of Great Britain, France, and Ireland, king, defender of the faith and so forth; between *Edward Goddard, of Manchester, in the county of Lancaster, brother and heir of Stanley Goddard, late of the parish of St. Michael, Crooked Lane, London, button-seller, deceased, of the one part; and John Goddard, of the parish of Saint Michael, Crooked Lane, aforesaid, button-seller, nephew, and the only acting executor of the last will and testament of the said Stanley Goddard, of the other part;* *Whereas the said Stanley Goddard, before and at the time of his death was seised of the remainder or reversion in fee (expectant on the death of Bridget Dade, widow,) of and in the messuage, or tenement, or premises hereinafter mentioned to be hereby granted and confirmed; And whereas the said Stanley Goddard, by his last will and testament in writing, bearing date the 23d day of October last, did (amongst divers other pecuniary*

**A** recital that  
the testator was  
intitled to a re-  
version in fee,

and had by his  
will given to the  
grantor (his  
heir at law)  
2000l. and to  
the grantee the  
reversion.

ary

ary legacies) give to the said *Edward Goddard*, by the description of his loving brother *Edward Goddard*, of *Manchester*, the sum of two thousand pounds, to be paid by instalments, in such proportions, and at such times as therein is mentioned, and did by his said will give to the said *John Goddard*, by the description of his loving nephew *John Goddard*, and his heirs, his house in *Cannon Street*, wherein he then dwelt, and therein says, that as that was freehold land, it might go to his brother *Edward Goddard*, without that, his will being duly witnessed or executed in proper form, as being heir at law; then and in such case if he did not within three months after the testator's decease execute a proper deed or writing, to convey the house to his said nephew according to that his will, then and in such case what he had so bequeathed him, should go to his said nephew as his sole right, and be void and of none effect as to his brother to all intents and purposes, and appointed his loving sister *Alice Goddard*, and his said nephew *John Goddard*, executors of his said will, as by the said will duly proved by the said *John Goddard* only, in the prerogative court of *Canterbury*, relation being thereunto had, may appear; And whereas the said will, and the said testator's name set thereto is all of the testator's own hand writing, but the said will not being attested by any witness as to the execution thereof, the said

A direction was contained in the will for the grantor to convey to the grantee, in case the will was not duly executed.

A recital that the will was not duly executed.

To carry the  
testator's intent  
into execution  
the grantor con-  
veys the said  
reversion.

messuage, or tenement, and premisses, could not legally pass by the said will according to the testator's intent therein expressed, but descended to the said *Edward Goddard*, as heir at law of the said *Stanley Goddard*: Now THIS INDENTURE WITNESSETH, that in pursuance and performance of the said recited will, and for carrying the intention of the said testator into execution, and for vesting the reversion and inheritance of the said messuage and premisses in the said testator's nephew, and for and in consideration of the sum of five shillings of lawful money of *Great Britain*, to the said *Edward Goddard*, in hand paid by the said *John Goddard*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Edward Goddard*, hath granted, bargained, sold, and confirmed, and by these presents doth grant, bargain, sell, and confirm unto the said *John Goddard*, his heirs and assigns, all that messuage or tenement, situate, lying, and being in *Candlewick Street*, now commonly called *Cannon Street*, in the parish of *Saint Michael, Crooked Lane, London*, containing in front, from East to West, eighteen feet of assise, little more or less, and in depth backwards, forty-nine feet of assise, little more or less, as the same was formerly in the tenure or occupation of *David Cook*, deceased, afterwards of *Samuel Phillips*, deceased, and since of the said *Stanley Goddard*, deceased,

and

and now of the said *John Goddard*; together with all shops, cellars, follars, chambers, yards, rooms, lights, easements, profits, commodities, and appurtenances, to the said messuage or tenement belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders of all and singular the said premisses, and all the estate, right, title, interest, use, trust, property, benefit, claim, and demand whatsoever, legal and equitable, of him the said *Edward Goddard* (in remainder or expectancy as aforesaid) of, in and to the said premisses, and every part and parcel thereof, and all deeds, evidences, and writings relating to the said premisses: *To have and to hold the* said messuage, or tenement, and premisses hereby granted and confirmed, or meant, mentioned or intended so to be, with their and every of their appurtenances (subject to the estate for life, of the said *Bridget Dade* therein) unto the said *John Goddard*, and his heirs, to the only proper use and behoof of the said *John Goddard*, his heirs and assigns for ever; *And* the said *Edward Goddard*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *John Goddard*, his heirs and assigns, by these presents, that he the said *Edward Goddard*, hath not at any time heretofore made, done, or committed any act, matter, deed, or thing, whereby or wherewith the hereby granted premisses, or

*Habendum.*

Covenant from  
the grantor that  
he has done no  
act to incumber.

*any*

## Original Precedents

And for further  
assurances,

any part or parcel thereof, are, is, or may be impeached or incumbered, in title, charge, estate, or otherwise howsoever. And also that the said *Edward Goddard*, and his heirs, and all and every other person and persons having or lawfully claiming any estate, right, title, or interest, of, in or to the said messuage or tenement, and premises, or any part or parcel thereof, from, by, under or in trust for him, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges of the said *John Goddard*, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, all and every such further and other acts, matters, things, conveyances, and assurances in the law whatsoever, for the further, better, and more effectual conveying and assuring the reversion and inheritance, expectant as aforesaid, of all and singular the premises hereinbefore mentioned or intended to be hereby granted and confirmed, with their and every of their rights, members, and appurtenances, unto or to the only proper use and behoof of the said *John Goddard*, his heirs and assigns for ever, as by the said *John Goddard*, his heirs and assigns, or his or their counsel learned in the law shall be reasonably devised, advised, or required; so as such further acts, conveyances, and assurances, or any of them,

do

do not contain any further or other warranty or covenant, than against the parties executing the same, and their heirs, and so as for the doing thereof, the person or persons who shall be required to make or do the same, be not compelled or compellable to travel above ten miles from his or their place or places of dwelling or abode respectively. IN WITNESS, &c.

I have perused and approve of this draft,

W. RIVET.

*A Bargain and Sale of a Freehold Estate, to two Persons, in Trust for one of the Parties alone, with a Warranty from the Bargainor.*

No. VI.

THIS INDENTURE tripartite, &c. between *Thomas Hall*, of *Aylebury* in the county of *Bucks*, wine-merchant, of the first part; *Edmund Gale*, of *London*, distiller, of the second part; and *Joseph Gale*, of *London*, aforesaid, distiller, (brother of the said *Edmund Gale*) of the third part: Witnessest, that for and in consideration of the sum of four hundred and fifty pounds of lawful money of *Great Britain*, by the said *Edmund Gale*, to the said *Thomas Hall*, in hand, at or before the sealing and delivery of these presents, well and truly paid, in full, for the absolute purchase of the mes-

The considera-  
tion.

suages,

## Original Precedents

suages, lands, and tenements hereinafter mentioned, to be hereby bargained and sold; the receipt whereof the said *Thomas Hall* doth hereby acknowledge, and thereof doth acquit, release, and for ever discharge the said *Edmund Gale*, his heirs, executors, and administrators, by these presents; and in consideration of the sum of ten shillings of like lawful money, by the said *Joseph Gale*, to the said *Thomas Hall*, in hand also paid, at or before the execution of these presents, the receipt whereof is also hereby acknowledged, he the said *Thomas Hall*, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the said *Edmund Gale*, and *Joseph Gale*, and the heirs of the said *Joseph Gale*, all that messuage, tenement, or farm, with the out-houses, edifices, buildings, yards, gardens, and appurtenances thereunto belonging, and also all those several closes, inclosures, and parcels of ground to the said messuage or tenement belonging or appertaining, or therewith occupied and enjoyed, containing together, by estimation, eleven acres and an half, or thereabouts, hereinafter particularly mentioned (that is to say) one close of pasture ground adjoining to the said messuage or tenement, containing by estimation, one acre and two roods, or thereabouts, and all those several pieces or parcels of land lying dispersedly in the common fields of *Mersworth*, otherwise

*The bargain and  
sale.*

*Mars-*

*Marsworth* aforesaid, hereinafter particularly mentioned, that is to say, &c. and all other the freehold messuages, lands, tenements, and hereditaments whatsoever, of him the said *Thomas Hall*, or whereof or wherein, he or any other person or persons in trust for him have or hath any estate of freehold or inheritance in possession, reversion, remainder, or expectancy, situate, lying and being in *Marsworth* otherwise *Marsworth* and *Tring* aforesaid, or either of them, and all woods, underwoods and trees, and the ground and soil thereof, pastures, feedings, common ways, water, watercourses, profits, commodities, emoluments, easements, rights, members, privileges, hereditaments, and appurtenances whatsoever, to the said messuage, farm, lands, tenements, hereditaments and premises mentioned, to be hereby bargained and sold, or any of them belonging, or in any wise appertaining, or accepted, reputed, taken, or known as part or parcel or member of them, or any of them, or with them or any of them respectively, used, occupied, possessed or enjoyed, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premisses, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, inheritance, benefit, property, claim, and demand whatsoever of him the said *Thomas Hall*, of, in, and to the same premisses, and every or any part or parcel thereof.

General words.

**Habendum.****A warranty  
from the gran-  
tor.**

thereof. To HAVE AND TO HOLD the said messuages, lands, tenements, hereditaments, and premisses herein before mentioned to be hereby bargained and sold, and every part and parcel thereof, with their and every of their appurtenances unto the said *Edmund Gale* and *Joseph Gale*, and the heirs of the said *Joseph Gale*, *Nevertheles*s as to the estate and interest of the said *Joseph Gale* and his heirs, in trust for the said *Edmund Gale*, his heirs and assigns for ever. And the said *Thomas Hall* doth hereby promise and grant for himself and his heirs that he the said *Thomas Hall* and his heirs, the said messuages, lands, tenements, and all and singular other the premisses herein before mentioned to be hereby bargained and sold, and every part and parcel thereof, with their and every of their appurtenances unto the said *Edmund Gale* and *Joseph Gale*, and to the heirs of the said *Joseph Gale*, in trust as aforesaid against him the said *Thomas Hall* and his heirs, and against all and every other person or persons whomsoever, shall and will warrant and ever defend by these presents, IN WITNESS, &c.

I approve of this draft,

W.M. RIVET.

*A Bar.*

*A Bargain and Sale to be inrolled from the Affig-  
nees of a Bankrupt, tenant for life by the  
curtesy of England, and from the Tenant in  
Tail, to make a Tenant of the Freehold in order  
to suffer a recovery.*

No. VII.

THIS INDENTURE tripartite &c. between John Parke of, &c. Samuel Parke of, &c. eldest son and heir of the said John Parke by Ann his late wife, deceased, late Ann Atkins widow, which said Ann was eldest daughter of Stephen Sendall, late of, &c. deceased; Thomas Turner of, &c. and Edward Ellis of, &c. assignees under a commission of bankruptcy lately awarded against the said John Parke of the first part; David Dovey of, &c. of the second part; and Charles Crown of, &c. of the third part; Whereas the said John Parke was seised or intitled to an estate for life of and in the three messuages or tenements, and premisses with the appurtenances herein after particularly mentioned as tenant by the curtesy of England or otherwise, with the reversion or remainder thereof to Samuel Parke his eldest son in fee tail as heir male of the body of the said Ann Parke his late wife deceased; And whereas a commission of bankruptcy was issued against the said John Parke, whereupon he was found a bankrupt, and thereby

A recital that  
the bankrupt  
was entitled to  
an estate for  
life with re-  
mainder in tail  
to a son.

The commission  
of bankruptcy  
recited.

The Bargain  
and sale from  
the commission-  
ers recited.

thereby the estate for life of the said *John Parke* became vested in the commissioners in the said commission named, or the major part of them: *And Whereas* by indenture of bargain and sale tripartite bearing date the — day of — in the year of our Lord — and made between *J. W.* esq; *R. D.* and *C. O.* gentlemen of the first part; the said *John Parke* of the second part; and the said *Thomas Turner* and *Edward Ellis* of the third part; reciting that his majesty's commission under the great seal of *Great Britain*, grounded on the several statutes concerning bankrupts, bearing date at *Westminster*, the — day of — then last, had been awarded against the said *John Parke* directed to the said *J. W.* *R. D.* and *C. O.* together with *A. B.* and *C. D.* gentlemen; and that the said commissioners, parties to the said indenture, upon due examination and proof, did find the said *John Parke* a bankrupt, and that the said *Thomas Turner* and *Edward Ellis* were duly elected assignees of the said bankrupt's estates and effects. And that the said commissioners, parties to the said indenture, did find that the said *John Parke* was at the time of his becoming bankrupt, seised in fee or otherwise entitled to, or interested in, the said three messuages or tenements and premises hereinafter particularly mentioned, the said commissioners parties to the said indenture, in further execution of the said commission, and for and in con- sideration

fideration of five shillings, to them by the said *Thomas Turner* and *Edward Ellis*, in hand paid, and also for and in consideration of five shillings to the said *John Parke*, by the said *Thomas Turner* and *Edward Ellis*, in hand also paid, they the said commissioners and *John Parke* did bargain and sell unto the said *Thomas Turner* and *Edward Ellis*, the said three messuages or tenements and premisses, with the appurtenances hereinafter particularly mentioned, to hold the same unto the said *Thomas Turner* and *Edward Ellis*, their heirs and assigns, to the use of the said *Thomas Turner* and *Edward Ellis*, their heirs and assigns for ever; In trust nevertheless, for themselves and other of the creditors of the said *John Parke*; And whereas the life estate of the said *John Parke* of and in the said three messuages or tenements with the appurtenances hereinafter particularly mentioned, was put up to sale by the assignees of the said commission, and the said *Charles Crown* became the purchaser thereof, for the sum of five hundred and ten pounds: And whereas the said *Charles Crown* hath also agreed with the said *Samuel Parke* for the purchase of his estate tail of and in the said three messuages or tenements and premisses with the appurtenances hereinafter particularly mentioned for the further sum of five hundred and ninety-six pounds. Now THIS IN- DENTURE WITNESSETH, that for and in considera-

The bankrupt's  
life estate sold  
by auction.

The purchaser  
hath also agreed  
to buy the estate  
tail.

The considera-  
tion.

Original **P**recedents

pounds, of lawful money of Great Britain, unto the said *Thomas Turner* and *Edward Ellis* in hand paid, by the said *Charles Crown*; and also for and in consideration of the sum of five hundred and ninety-six pounds, of like lawful money to the said *Samuel Parke* in hand also paid, by the said *Charles Crown*; and also in consideration of the sum of five shillings of like lawful money to each of them the said *John Parke*, *Samuel Parke*, *Thomas Turner*, and *Edward Ellis*, in hand paid, by the said *David Dovey* at and immediately before the sealing and delivery of these presents, the receipts of which several sums of money they the said *John Parke*, *Samuel Parke*, *Thomas Turner*, and *Edward Ellis*, do hereby respectively acknowledge, and thereof, and of every part and parcel thereof, do acquit, release, and discharge the said *Charles Crown* and *David Dovey*, their heirs, executors, and administrators, and every of them for ever, by these presents, which said sums of five hundred and ten pounds, and five hundred and ninety-six pounds, are the very same sums of money mentioned in, and as the consideration of a certain indenture of release, bearing even date with these presents, and made between the said *John Parke*, *Samuel Parke*, *Thomas Turner*, and *Edward Ellis*, of the first part; the said *David Dovey* of the second part; and the said *Charles Crown* of the third part; and for the docking and barring all estates tail,

*Reference to an  
indenture of re-  
lease of this date  
for barring re-  
mainders, &c.*

*remain-*

remainders, and reversions of, in, and to the said three messuages or tenements and premisses, with the appurtenances hereinafter more particularly mentioned, and for divers other good causes and considerations, them hereunto especially moving, they the said *John Parke, Samuel Parke, Thomas Turner, and Edward Ellis*, have, and each of them hath, granted, bargained and sold, and by these presents do, and each of them doth, fully and absolutely grant, bargain, and sell, unto the said *David Dovey*, his heirs and assigns, all those, &c. and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, trust, property, claim, and demand whatsoever, both at law and in equity, of them the said *John Parke, Samuel Parke, Thomas Turner, and Edward Ellis*, and each of them, or any of them, of, in, to, or out of the same premisses, every or any part thereof; *To have and to hold the said three messuages or tenements, with their and every of their appurtenances hereinbefore mentioned, or hereby intended to be bargained and sold unto the said David Dovey, his heirs and assigns, to the use and behoof of the said David Dovey, his heirs and assigns, to the intent and purpose, that by virtue hereof, he the said David Dovey may be and become a good and perfect tenant of the*

The bankrupt  
the tenant in  
tail, and assig-  
nees bargain,  
&c.

That a recovery  
may be suffered.

immediate freehold and inheritance of all and singular the said premises, against whom one or more common recovery or recoveries may be had perfected and executed, to the several uses, intents and purposes hereinafter mentioned, expressed, and declared, and to and for no other use, intent, or purpose whatsoever; wherefore it is hereby covenanted, concluded, and agreed by and between all the said parties to these presents, that before the end of this present *Hilary Term*, one or more writ or writs of entry *sur disseizin en le post*, out of his Majesty's high court of Chancery, returnable and to be returned before his Majesty's Justices of the court of Common Pleas at *Westminster*, shall be brought and prosecuted in the name of the said *Charles Crown* as plaintiff, or defendant therein, against the said *David Dovey* as tenant or defendant, of and for all and singular the said three messuages or tenements, with their and every of their appurtenances hereinbefore mentioned, or intended to be hereby bargained and sold by such names, quantities, qualities, number of acres, and other descriptions as shall be apt and convenient in that behalf, to which said writ or writs of entry, the said *David Dovey* shall appear gratis either in his own proper person, or by his attorney or attorneyes thereto lawfully authorised, and shall and will vouch over to warranty the said *Samuel Parke*, who shall likewise appear, either in his own proper person,

The manner  
agreed on.

person; or by his attorney or attorneys thereto lawfully authorised, and shall enter into the warranty, and vouch over to a warranty the common vouchee of the same court, who shall also appear gratis, and after imparlance had, shall make default, so that judgment may be given thereupon, and such further and other proceedings shall be had therein, so that one or more good and perfect common recovery or recoveries, with double voucher, shall and may be had perfected and executed in all things according to the usual course and form of common recoveries, with double voucher for assurance of lands in that case used and accustomed; *And it is hereby covenanted, agreed, and declared, by and between all the said parties to these presents, that such recovery or recoveries so as aforesaid, or in any other manner, or at any other time or times suffered, executed, and perfected, or to be suffered, executed, and perfected, whereto the parties to these presents, or any of them, are or shall be parties or privies of or concerning the said premisses shall be and enure, and shall be judged, construed, deemed and taken to be, and enure; and the said Charles Grown, and his heirs, and all and every other person or persons, which shall then, or at any time thereafter, stand seized of the premisses, or any part thereof, by virtue of these presents, or of the said recovery or recoveries shall so stand and be seized there-*

The use thereof  
declared to the  
purchaser.

of, and of every part and parcel thereof to the only proper use and behoof of the said *Charles Crown* his heirs and assigns for ever, and to and for no other use intent or purpose whatsoever,  
**IN WITNESS, &c.**

I approve of this draft,

**W. RIVET.**

No. VIII.

*A Bargain and Sale for a year to precede a Re-*  
*lease of the Inheritance.*

**T**HIS INDENTURE, &c. between *Matthew Moor* of, &c. of the one part; and *Nathaniel Newby* of, &c. of the other part; WITNESSETH, that for and in consideration of five shillings of good and lawful money of Great Britain, to the said *Matthew Moor* in hand paid by the said *Nathaniel Newby*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations, the said *Matthew Moor* thereunto moving. He the said *Matthew Moor* Hath bargained and sold unto the said *Nathaniel Newby*, his executors, administrators, and assigns, all, &c. and all and singular the yards, gardens, lands, tenements, lights, easements, ways, waters, watercourses, passages, commodities, privileges, advantages, emoluments, hereditaments, and

and appurtenances whatsoever, to the said messuage or tenement and premisses belonging, or in any manner appertaining, or accepted, deemed, taken, or known, as part or parcel thereof, or belonging to the same or any part thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the said premisses, and of every part and parcel thereof, *To have and to hold*, the said messuage or tenement, lands, hereditaments, and all and singular other the premisses herein beforementioned, or intended to be hereby bargained and sold, and every part and parcel thereof, with their and every of their rights members and appurtenances unto the said *Nathaniel Newby*, his executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, *yielding and paying* therefore, the yearly rent of one pepper corn at the expiration of the said term, if the same shall be lawfully demanded; to the end, intent, and purpose, that by virtue of these presents, and of the statute made for transferring uses into possession, the said *Nathaniel Newby* may be in actual possession of the said premisses, and thereby be enabled to accept and take a grant and release of the freehold, reversion and inheritance of the same premisses, and of every part and parcel thereof

to the said *Nathaniel Newby*, his heirs and assigns to the uses and upon the trusts to be declared thereof, in and by one other indenture already prepared and intended to bear date the day next after the day of the date of these presents. In witness whereof, the said *Matthew Moor* hath hereunto set his hand and seal the day and year first above written.

T. W. W.

### Cases in Respect to Bargains and Sales of Goods.

No. I.

*Whether a Mortgagee who had as a further security taken a Bargain and Sale of all the Fixtures on the mortgaged Premises; was on the Bargainor's becoming Bankrupt intitled to such Fixtures in preference to the Creditors.*

23d April 17—

*SARAH Fisher* by lease demised the —— brew-house with the appurtenances in Middlesex to *John Wilson* to hold for thirty-six years, rent forty-five pounds per annum.

31st Jan. 17—

By mortgage assignment, reciting said lease and that said *John Wilson* had since made several erections and improvements. He in consideration of four hundred pounds, assigns said lease and premises to *William Raven* as a security for said four hundred pounds and interest.

Mr.

Mr. *Wilson* continuing to occupy the premisses in the brewing trade took one Mr. *Fothergill* into partnership, with him, who brought into partnership two thousand pounds in money, and Mr. *Wilson* to make up his proportion had the coppers and utensils and goods in trade appraised between them at one thousand four hundred pounds, which went in part of his quota.

13th Sep. 17—

By indenture of assignment tripartite, *Raven* in consideration of three hundred and fifty pounds (being the money then due to him on said security) and said *Wilson* in consideration of two hundred and fifty pound more advanced to him by *Joseph Collett*, did assign over said lease and premisses to said *Collett*, redeemable by said *Wilson* on payment of six hundred pounds, and interest on 14th June next.

13th Dec. 17—

By indenture of bargain and sale from said *Wilson* to said *Collett*, reciting said last mentioned mortgage assignment, and in order the better to secure said six hundred pounds and interest, said *Wilson* without the knowledge of his partner, bargains and sells to said *Collett*, all those several utensils, goods, chattels, implements and things as are now fixt to, or situate, standing and being, within or upon said brewhouse and premisses, and thereafter particularly mentioned (*viz.*) two coppers with pipes, and other like articles, and delivered one shilling to said *Collett* as possession of all said goods, utensils, &c.

14th Dec. 17—

N. B. Mr. Collet was then made acquainted by Mr. Wilson of the partnership and appraisement, but knows not whether the partner was acquainted with his mortgage.

This last and the foregoing deeds were registered in the Middlesex office.

Mr. Wilson and his partner are now become bankrupts, and the abovementioned fixed utensils and goods are seized upon amongst other things by the commission, and the assignees insist that Mr. Wilson had no separate power either to mortgage all his own right in said goods and utensils, they being joint goods, or however, that as the mortgagee was not in the actual possession when the commission issued, they have now an undoubted right to them as utensils of trade and removeable notwithstanding they are fixed to, and even seem as if they were part of the support of the fabrick; the backs being fixed to the inside walls, and the mash-tubs and coppers being fixt in the floor, and the pumps in the ground-work of the brewhouse.

Q. As the lease of the brewhouse merely, without something of the inside thereof, will not be sufficient to pay Mr. Collett the six hundred pounds and interest; has he a right to all

or any thing contained in the said bargain and sale either under that sale, or as things fixed? If not, and if he consents that the assignees sell the same to a purchaser upon an appraisement as they are now fixt, ought not they in equity, to allow him part of the money; in regard the workmanship cost above four hundred pound, and the goods as such, will be sold standing for considerably more than to be taken down?

I am of opinion that Mr. *Collett* is not intitled to any of the said goods as fixed to the freehold, the same being only fixed there in the way of trade and business, and consequently, he is not intitled to have any satisfaction for selling them, or taking them down. Indeed so far as they make use of his brewhouse for doing more than the removing the goods, he may consent thereto upon such terms as he shall think proper. But I do not find he is in possession of the brewhouse, and in that case, the assignees do not want his consent. All this is upon a supposition that the assignment of 14th December 17—, is void, for if that assignment stand good, he will be jointly interested as mortgagee of a moiety thereof, and I do not see but that the assignment is good, unless it be

## Original Precedents

be for the clause in the statute 21 Jac. I. c. 19. by which goods continuing in the possession of the bankrupt, are liable to the creditors, and the question will be, whether this clause can, in construction be extended to the case of a mortgage of such goods? There was a case in Lord Talbot's time, between *Stephens and Sole*, of a mortgage of a leasehold estate, and of three hoys, and in that case though the mortgage of the lands was admitted to be good, yet he determined the mortgage of the hoys to be void against the creditors, upon the abovementioned clause, indeed he did in that case declare, that he would not say that the act makes void every mortgage of goods; but I doubt this authority will have great influence in the present case, as to the assignment of the goods, by virtue of the indenture of 14th December 17—.

*N. FAZAKERLY.*

**No. II.**

*What is Necessary to be done to constitute a good Bill of Sale.*

*A.* is indebted to *B.* and *C.* in a considerable sum of money, and is willing to secure the same by warrant of attorney, or execution to be thereupon sued out, or a bill of sale of his effects, with delivery of the immediate possession.

*Qu. Will*

Qu. Will a bill of sale be as effectual as an execution, and as A. does now, and will after possession delivered, appear publickly, can a statute supersede proceedings in either of these cases? Pray advise which is the properest, and whether by reason of the expence of the sheriffs fees, a bill of sale will not be as good against other claims as an execution.

If possession be fairly delivered immediately, I think a bill of sale the safest and best way, and if A. appears publickly at the time of the execution of the bill of sale, and has committed no act of bankruptcy before; to be sure the bill of sale made for a valuable consideration will be good notwithstanding any commission of bankruptcy that may be afterwards taken out.

J. WILLES.

Bonds.

**Bonds.**

**No. I.** *The Condition of a Bond from a surviving Partner, to a Man and his Wife, the Executrix of a deceased Partner, for Payment of what the deceased's Share of the Effects amounted to, pursuant to a Covenant in the Co-partnership Deed.*

**K**NOW ALL MEN, &c.

THE CONDITION of this obligation is such, that if the above bounden *Andrew Arle*, his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid unto the above-named *Catherine Bury*, as executrix of the last will and testament of *Fredrick Finch*, her late brother deceased, her executors, administrators, or assigns, the full sum of — pounds of good and lawful money of Great Britain, on the — day of — next ensuing the date of the above written obligation, with interest for the same, after the rate of four pounds for every hundred pounds, by the year, from the — day of — next, THEN, &c.

Approved by Mr. WESTON.

*A Bond*

## A Bond for Payment of an Annuity during Life.

No. II.

**K**NOW ALL MEN, &c.

WHEREAS the above bounden *Titus Tew*, on the day of the date of the above written obligation, hath had and received to his own use, of and from the above named *John Pugh*, the sum of — pounds of lawful money of *Great Britain*, the receipt whereof he doth hereby acknowledge, in consideration whereof he the said *Titus Tew*, hath agreed to pay unto the said *John Pugh*, one annuity or clear yearly sum of — pounds, during his natural life, to be paid in manner hereafter mentioned. Now THE CONDITION OF THIS OBLIGATION is such that if the above bound *Titus Tew*, his heirs, executors, or administrators, or any of them, do and shall yearly and every year during the natural life of the above-named *John Pugh*, well and truly pay or cause to be paid to him the said *John Pugh*, or his assigns, the clear yearly sum of — pounds of lawful money of *Great Britain*, by quarterly payments, on the four most usual feasts or days of payment in the year (that is to say) The Nativity of *Saint John the Baptist*, the feast of *Saint Michael the Archangel*, the birth of our Lord Christ, and the Annunciation of the blessed Virgin *Mary*, in each bear, by even and equal portions,

the

A recital that  
the considera-  
tion money has  
been paid.

*There must be a  
receipt for the  
consideration mo-  
ney indorsed on  
the bond.*

*And all annuity  
bonds must be  
inrolled in the  
court of Chan-  
cery, under 27  
Geo. 3, c. 26.  
T. W. W.*

the first payment thereof to begin and be made on the feast day of the Nativity of Saint John the Baptist, next ensuing the date of the above written obligation, then this obligation shall be void and of no effect, but if default shall happen to be made, of or in any of the said quarterly payments, or any part thereof, on any or either of the said feast days, on which the same ought to be paid as aforesaid, then the same shall stand and remain in full force and virtue.

Approved by W. PERE WILLIAMS.

No. III.

*The Condition of a Bond for Payment of an Annuity, during the Joint-lives of two Persons, and of a Sum of Money, in Case one of them shall die in the Life-time of the other.*

K  
NOW ALL MEN, &c.

THE CONDITION of this obligation is such, that if the above bound *John Bee*, his heirs, executors, or administrators or any of them, do and shall yearly and every year, during the joint lives of him the said *John Bee*, and the above named *William Lemm*, well and truly pay or cause to be paid unto the said *William Lemm* or his assigns, one annuity or clear yearly sum of — pounds of good and lawful money of Great Britain, by four even and equal quarterly payments, on the four most usual feast days or days

days of payment in the year (that is to say) the feast days of the Birth of our Lord Christ, The Annunciation of the Blessed Virgin Mary, The Nativity of *Saint John the Baptist*, and the feast of *Saint Michael the Archangel* in each and every year; the first of the said quarterly payments, to begin and be made on the feast day of the birth of our Lord Christ, next ensuing the date of the above written obligation; and if the heirs, executors, or administrators of the said *John Bee*, do and shall in case the said *John Bee* shall happen to die in the life-time of the said *William Lemm*, well and truly pay or cause to be paid unto the said *William Lemm*, his executors, administrators, or assigns, the full sum of —— pounds of good and lawful money of *Great Britain*, within three months next after such the decease of the said *John Bee*, then, &c.

T. W. W.

*A Bond for Payment of an Annuity during ten Years, and a Sum of Money at three separate Payments.*

No. IV.

K NOW ALL MEN, &c.

THE CONDITION of this obligation is such, that if the above bounden *Henry Sands*, his heirs, executors, or administrators, or any of them, do and shall yearly and every year during

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the  
O O

## Original Precedents

the term of ten years, to be computed from  
the — day of — last past, before the day of  
the date of the above written obligation, well  
and truly pay or cause to be paid unto the  
above named *Joseph Jenks*, his executors, ad-  
ministrators, or assigns, the annuity or clear  
yearly sum of — of lawful money of *Great*  
*Britain* by even and equal quarterly payments,  
at or upon the four most usual feasts or days  
of payment in the year (that is to say) the  
feast of, &c. by even and equal quarterly por-  
tions, the first payment thereof to begin and  
be made on the feast day of, &c. next ensuing  
the day of the date of the above written obli-  
gation, and also do and shall well and truly pay  
or cause to be paid unto the said *Joseph Jenks*,  
his executors, administrators, or assigns, the  
sum of — pounds of like lawful money of  
*Great Britain*, on the several feast days, and  
times hereinafter mentioned for payment there-  
of (that is to say) the sum of — pounds, part  
thereof, on the feast day of — the sum of  
— pounds, other part thereof, on the feast  
day of — then next following, and the sum  
of — pounds, remainder of the said sum  
of — pounds, on the feast day of, &c.  
then next ensuing: then, &c.

T. W. W.

*A Bond*

*A Bond for Payment of Money after a Person's Death.*

No. V.

**K**NOW ALL MEN, &c.

THE CONDITION of the above written obligation is such, that if the above bounden *Abel Alsop*, his heirs, executors, or administrators, do and shall well and truly pay or cause to be paid unto the above named *Bertie Best*, his executors, administrators, or assigns, the full sum of —— pounds of good and lawful money of *Great Britain*, within the space of six calendar months next after the decease of *Catherine Alsop*, mother of the said *Abel Alsop*: then this obligation to be void, otherwise to remain in full force and virtue.

T. W. W.

*A Bond for Payment of Money, with Interest, at several Times.*

No. VI.

**K**NOW ALL MEN, &c.

THE CONDITION of this obligation is such, that if the above bounden *Arthur Abud*, his heirs, executors, or administrators, do well and

O o 2

truly

truly pay or cause to be paid, unto the above named *Charles Cross*, his executors, administrators, or assigns, the full sum of — pounds, of lawful money of *Great Britain*, with interest for the same, after the rate of five pounds, for every one hundred pounds, for every year, on the days and times, and in manner following, (that is to say) the sum of — pounds, part thereof, with interest for the same, after the rate of five pounds for every one hundred pounds, for a year, on the — day of — next ensuing the date of the above written obligation, which will be in the year of our Lord 17—, the sum of — pounds more thereof, with interest for the same, after the rate aforesaid, on the — day of — then next following, and the sum of — pounds, residue thereof, with interest for the same, after the rate aforesaid, on the — day of — then next ensuing, which will be in the year of our Lord 17—, then this obligation to be void, but if default shall happen to be made in payment of any or either of the said several and respective sums of money above mentioned, with interest as aforesaid, or any part of any of them, on any of the said days or times above mentioned for payment thereof, according to the true intent and meaning of these presents, then this obligation to be and remain in full force and virtue.

Approved by Mr. WESTON:  
*The*

*The Condition of a Bond for Payment of Money  
deposited in a Person's Hands, pursuant to a  
Will.*

K NOW ALL MEN, &c.

WHEREAS *John Meunie*, late of, &c. (brother of the above bound *David Meunie*) by his last will and testament, bearing date the — day of — did (after some few pecuniary legacies therein mentioned) give and bequeath unto his son *Edward Meunie* the sum of five thousand pounds, and to *Jane Meunie* his daughter, and *Twin*, the like sum of five thousand pounds, and to his daughter and *Twin Dorinda Meunie* the like sum of five thousand pounds, and gave and bequeathed all the rest and residue of his estate whatsoever, to his wife *Dorinda Meunie*, and declared his will to be, that the five thousand pounds, to the said *Edward Meunie* and the five thousand pounds, to each of his said daughters, should be severally deposited into the hands of his said brother *David Meunie*, until such time as they should be of the age of twenty-one years, he allowing four pounds per cent. per ann. for the same, by giving bond for principal and interest in behalf of his said children, the interest thereof to be paid to his said wife, for the support and maintenance of

O o 3

A will recited whereby the testator gave 25000l. to his children, payable on their attaining the age of 21 years, and directed that 'till such time the money should remain in the hands of the obligor at interest.

his

## Original Precedents

his said children, and as they each attained the age of twenty-one years, upon demand, the then sum of five thousand pounds, principal, to be paid to such child, or provided one die, the surviving two should divide the deceased's five thousand pounds, equally, and in case two should die, the surviving one, when of age, should have the whole fifteen thousand pounds, and in case all should die before they attained the said age, and his wife should be surviving, he did thereby declare it to be his will, that his said brother *David Meunie*, should pay her —— pounds *per annum*, during her natural life, after which the said fifteen thousand pounds should be the property of his said brother, and his heirs for ever, unless his said brother should refuse to take the said fifteen thousand pounds, paying four pounds *per cent, per ann.* for the same, as before required, and then upon such refusal he did by his said will, order, and appoint, that the said fifteen thousand pounds, should be laid out in some government securities, for the uses aforesaid, and the said *David Meunie*, excluded all benefit that possibly could accrue, or arise from any of his estate whatsoever, the advantage of which he then leaves to the intire disposal of his said wife, and did leave his said wife *Dorinda*, and his said brother *David Meunie*, executrix and executor of his said will, as in and by the said will duly proved, in the prerogative court of the archbishop of *Canterbury*, relation

lation being thereunto had, will more fully appear; *And whereas* the said Dorinda Meunie, the relict, and one of the executors of the said John Meunie deceased, hath since intermarried with one James Cox of, &c. *And whereas* the said Dorinda Meunie hath agreed to take into his hands the said sum of fifteen thousand pounds, directed by the said recited will to be deposited in his hands, at interest as aforesaid, upon the terms and conditions in the said recited will mentioned, concerning the same; *And whereas* the said David Meunie as one of the executors of the said recited will, hath received by and out of the said testator's estate, the sum of —— pounds, and hath paid thereout for and on account of the said testator's estate in debts, legacies, and otherwise, the sum of —— pounds, so that there remains of the said testator's estate in his hands the sum of —— pounds, and no more, as by an account this day stated between the said James Cox and Dorinda his wife, and the said David Meunie, and signed and allowed by the said James Cox and Dorinda his wife, appears; *And whereas* the said James Cox and Dorinda his wife, have on the day of the date of the above written obligation, by and out of the said testator's estate come to the hands of the said Dorinda, paid into the hands of the said David Meunie the sum of —— pounds, to make up the said sum of —— pounds, remaining in his hands on balance

The widow of  
the testator in-  
termarried with  
a person.

The executor's  
account stated.

The 15,000 l.  
have been paid  
to the obligor.

## Original Precedents

The condition is therefore to pay the £5,000<sup>l</sup> to the children on their attaining the age of 21 years, and interest for the same unto the testator's wife, until the children shall arrive at that age; and in case of their dying before, to pay to the testator's wife an annuity.

lance of the said account, the sum of fifteen thousand pounds, directed by the said recited will, to be deposited in his hands as aforesaid, the receipt whereof he the said *David Meunie* doth hereby acknowledge. Now THE CONDITION of this obligation is such, that if the said *David Meunie*, his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid unto the said *Edward Meunie*, *Jane Meunie*, and *Dorinda Meunie*, or to the survivor or survivors of them, the said sum of fifteen thousand pounds, so deposited in his hands as aforesaid, when and as they shall respectively attain the age of twenty-one years, in the proportions, and according to the direction of the said recited will, and also do and shall in the mean time, and until they shall arrive at the said age of twenty-one years, yearly and every year on the — day of —, and the — day of — in each year, well and truly pay, or cause to be paid, unto the said *Dorinda Cox*, her executors or administrators, interest after the rate of four pounds per cent per ann. for the said sum of fifteen thousand pounds, or so much thereof as shall from time to time be remaining in his hands, and unpaid, unto the said *Edward Meunie*, *Jane Meunie*, and *Dorinda Meunie*, or the survivors or survivor of them, or if and in case the said *Edward Meunie*, *Jane Meunie* and *Dorinda Meunie*, shall all of them happen to die before they attain the said

age

age of twenty-one years, and the said *Dorinda Cox* shall them survive, then if the said *David Meunie*, his heirs, executors, or administrators, do and shall during the natural life of the said *Dorinda Cox*, well and truly pay, or cause to be paid, unto her the said *Dorinda Cox*, or her assigns, the clear yearly payment of — pounds, of lawful money of *Great Britain*, yearly and every year, for and during the term of her natural life, by even and equal half yearly payments next and immediately ensuing each other; the first of the said half yearly payments to begin and be made at the expiration of six months next after the decease of them the said *Edward Meunie*, *Jane Meunie*, and *Dorinda Meunie*, under age as aforesaid: then and in either of the said cases, this obligation to be void, or else to be and remain in full force and virtue.

I approve of this draft,

W. Fogg.

*The Condition of a Bond for Payment of Money  
after a Person's death, in pursuance of a Mar-  
riage Settlement.*

No. VIII.

K NOW ALL MEN, &c.

THE CONDITION of this obligation is such, that if the heirs, executors, or administrators of the above

above bound *Arthur Aimwell*, do and shall within the space of six calendar months next after his decease, well and truly pay, or cause to be paid to the above named *Richard Roe* and *Stephen Stone*, their executors, administrators, or assigns, the full sum of two thousand pounds, of good and lawful money of *Great Britain*, upon the trusts, and to and for the uses mentioned and expressed in a certain indenture tripartite, bearing even date herewith, and made or mentioned to be made, between the said *Arthur Aimwell* of the first part; *Naomie Nunns* of the second part; and the said *Richard Roe* and *Stephen Stone* of the third part. *THEN, &c.*

T. W. W.

No. IX.

*The Condition of a Bond for payment of Money by a Person for the use of his intended wife, if she survives, and if not to such Uses as she should direct by will.—Settled by W. PIERRE WILLIAMS.*

K NOW ALL MEN, &c.

A recital that a person is engaged in an extensive business where the capital amounts to £1000.

WHEREAS *Elizabeth Elliot* of, &c. widow, now followeth the trade of a—— at her house situate in —— and is possessed of a stock in money and goods and good debts (over and above what will pay and satisfy the bonds hereafter

after

after mentioned, and all other just debts whatsoever) to the amount or value of four thousand pounds and upwards, of which the above bound *Samuel Soames* is fully satisfied, having lived with the said *Elizabeth Elliot* as her journeyman ever since she carried on the said trade, and having lately taken an inventory of her stock in trade, and an account of debts owing to and from her. *And whereas* the said *Elizabeth Elliot*, the better to enable her to carry on her said trade to advantage, borrowed of the above named *Charles Collier* the sum of two hundred and fifty pounds, of *George Groves* of, &c. the like sum of 250*l.* and of *Frederick Finch* of, &c. the sum of one hundred pound, making together the sum of six hundred pounds; and the said *Samuel Soames* became bound with the said *Elizabeth Elliot*, in three several bonds for payment thereof respectively, which said bonds remain unsatisfied. *And whereas* a marriage is intended (by God's permission) to be shortly had and solemnized by and between the said *Samuel Soames* and *Elizabeth Elliot*; and the said *Samuel Soames* (in case the said intended marriage shall take effect) will have and receive with the said *Elizabeth Elliot* in marriage as her marriage portion, the full sum or value of four thousand pounds and upwards as aforesaid. Now THE CONDITION of this obligation is such, that if the said intended marriage shall take effect and be consummated, and

And that to extend the trade she has with the obligor borrowed monies on bond.

A marriage between the obligor and such person is intended.

The condition is therefore to pay to the wife 4000*l.* if he shall survive the

## Original Precedents

and if she does  
not survive, to  
pay the 4000 l.  
according to  
her appoint-  
ment or will.

And to pay the  
monies borrow-  
ed and to indemnify her repre-  
sentative's do-  
nees and the le-  
gates from the  
bonds entered  
into.

the said *Samuel Soames*, the intended husband, shall depart this life in the life-time of the said *Elizabeth Elliot*, his intended wife. Then if the heirs, executors, or administrators of the said *Samuel Soames*, within the space of six months next after his decease, do and shall well and truly pay, or cause to be paid unto the above named *Charles Collier*, his executors, administrators, or assigns, the full and just sum of four thousand pounds of good and lawful money of *Great Britain* without any deduction, defalcation, or abatement whatsoever. In trust for the sole use and benefit of the said *Elizabeth Elliot*, his widow and relict. But if it shall please God that the said *Elizabeth Elliot* shall depart this life in the life-time of the said *Samuel Soames*, that then if the said *Samuel Soames*, his heirs, executors, or administrators do and shall, after the decease of the said *Elizabeth Elliot* without fraud or delay, well and truly pay or cause to be paid unto such person or persons his her or their executors, administrators, or assigns to whom the said *Elizabeth Elliot* (tho' a feme covert) shall by any writing or deed purporting her will, mind, or appointment under her hand and seal in the presence of two or more witnesses, give, bequeath, or dispose of all, or any part of the said sum of four thousand pound before mentioned to and for such use or uses, intents and purposes as in and by such writing or deed shall be mentioned

tioned and expressed, or intended according to the true intent and meaning thereof; and also if the said *Samuel Soames*, his heirs, executors, or administrators, do and shall, pay off and satisfy the said three several bonds, so severally entered into by him, and the said *Elizabeth Elliot* to the said *Charles Collier*, *George Groves*, and *Frederick Finch* as aforesaid, and every of them, and save, defend, keep harmless and indemnified her the said *Elizabeth Elliot*, her executors, administrators, donees, and legatees, and every of them, of and from payment of the said bonds, and every of them, and every part of them, and every of them, and of and from all costs, charges, damages, and expences, that shall or may happen or come to them, every or any of them, for or by reason or means of the non-payment of the said bonds, or any of them, or any part of them, or any of them, or by reason of her the said *Elizabeth Elliot* having entered into the said bonds as aforesaid. THEN this obligation to be void or else to remain in full force and virtue.

*A Bond*

No. X.

*A Bond entered into prior to Marriage, whereby the intended Husband secures a sum of Money to the intended Wife, and to the Issue of the Marriage, in case the Wife shall survive.*

## K NOW ALL MEN, &c.

A recital of an intended marriage,

and that it had been agreed by the husband, in case the wife should survive him, and there should be no issue of the marriage, that the wife should receive 3000 l. out of his effects, for her own use, but in case she should survive him, and there should be children living, then that the 3000 l. should be paid to trustees upon the trusts hereinafter mentioned.

WHEREAS a marriage is, by God's permission, intended shortly to be had and solemnized between the above bound James Jones and Anna Poole, one of the daughters of the above named Philip Poole; And whereas the said James Jones, in consideration of the said intended marriage, and of the portion or fortune of the said Anna Poole, hath agreed that if the said intended marriage shall take effect, and the said Anna Poole shall happen to survive him, and there shall not be any child or children begotten between them, nor any issue of such child or children then living, or afterwards born alive, that she the said Anna Poole, shall have and receive out of the estate and effects of him the said James Jones, to and for her own proper use and benefit, the sum of three thousand pounds; but in case the said Anna Poole, shall survive the said James Jones, and there shall be any child or children begotten between them, or any issue of such child or children then living,

ing, or afterwards born alive, that then and in such case, the heirs, executors, or administrators of the said *James Jones*, shall within three months, next after his decease, well and truly pay, or cause to be paid, unto the said *Philip Poole* and *John Poole*, or the survivors of them, his executors, administrators, or assigns, the full sum of three thousand pounds, upon the trusts hereinafter mentioned. Now THE CONDITION of the above written obligation is such, that if the said intended marriage shall take effect, and the said *Anna Poole* shall happen to survive the said *James Jones*, and there shall not be any child or children begotten between them, nor any issue of any such child or children, who shall be living at such the decease of the said *James Jones*, or afterwards born alive, then and in such case if the heirs, executors, or administrators of the said *James Jones*, shall and do immediately after such the decease of the said *James Jones*, well and truly pay, or cause to be paid, unto the said *Anna Poole*, the full and just sum of three thousand pounds, of lawful money of Great Britain to and for her own proper use and benefit for ever; or in case the said *Anna Poole* shall happen to survive the said *James Jones*, and there shall be any child or children begotten between them, or any issue of such child or children living at such the decease of the said *James Jones*, or afterwards born alive, then if the heirs, executors,

The condition  
is therefore, that  
the heirs, execu-  
tors, or admini-  
strators, of the  
obligor shall pay  
to the intended  
wife, (in case  
she shall survive  
and there shall  
be no issue of the  
marriage) the  
sum of 3000l.  
for her own use.

Or in case she  
shall survive and  
have issue living  
that they shall  
pay the 3000l.  
unto trustees.

or

## Original Precedents

or administrators, of the said *James Jones*, shall and do within three months next after such the decease of the said *James Jones* well and truly pay, or cause to be paid, unto the said *Philip Poole*, and *John Poole*, or the survivor of them, his executors, administrators, or assigns, the like sum of three thousand pounds like lawful money, upon the trusts, and to and for the intents and purposes hereinafter mentioned, and declared of and concerning the same; (that is to say) *In trust*, that they the said *Philip Poole*, and *John Poole*, or the survivor of them, his executors, administrators, or assigns, do and shall, as soon as conveniently may be, after the receipt thereof, lay out the said three thousand pounds in the purchase of such parliamentary or government funds or securities as they shall think fit, and pay to or otherwise permit and suffer her the said *Anna Poole* or her assigns, to receive and take the interest or annual dividends and profits thereof, during her natural life, and from and immediately after her decease, *In trust* that they the said *Philip Poole* and *John Poole*, or the survivor of them, his executors, administrators, or assigns, do and shall pay and dispose of the said three thousand pounds, and assign and transfer the securities, wherein the same shall be then vested, unto and equally amongst all and every the child and children of the body of the said *James Jones*, on the body of her the

*In trust to invest the same in government securities, and to permit the intended wife to receive the dividends for life.*

*And after her decease in trust to divide the same amongst the children of the marriage equally.*

said *Anna Poole*, his intended wife, to be begotten, which shall be living at the time of the decease of the said *Anna Poole*, and the issue which shall be then living of such child or children of the said *James Jones* and *Anna Poole* as shall happen to die in the life time of the said *Anna Poole*; such issue nevertheless to take only the same share thereof as his, her, or their respective father or mother would have been intitled to, if living, at the decease of the said *Anna Poole* as aforesaid, Then, &c.

I approve of this draft,

Wm. RIVET.

*The Condition of a Bond for Payment of an Annuity during the life of a Feme Covert.*

No. XI.

K NOW ALL MEN, &c.  
penalty 4000*l.*

WHEREAS the above named *Peter Prince* hath contracted and agreed with the above bounden *Henry Hughes* for the purchase of a clear annuity or yearly sum of two hundred pounds, payable to him the said *Peter Prince*, his executors, administrators, or assigns, during the life of *Mary Miller* the wife of *Thomas Miller* of, &c. at or for the price or sum of two thousand pounds, which said sum of two thousand pounds

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the

the said *Peter Prince* hath advanced and paid to the said *Henry Hughes* at or before the sealing and delivery of the above obligation, the receipt whereof the said *Henry Hughes* doth hereby acknowledge, and thereof, and of and from every part thereof, doth acquit, exonerate, release, and for ever discharge, the said *Peter Prince*, his heirs, executors, and administrators, and every of them by these presents: THE CONDITION therefore of the above written obligation is such, that if the said *Henry Hughes*, his heirs, executors, or administrators do, and shall well and truly pay, or cause to be paid, unto the said *Peter Prince*, his executors, administrators, or assigns, one annuity or clear yearly sum of two hundred pounds, of lawful money of Great Britain, by half yearly payments on the — day of —, and the — day of —, in every year during the life of the said *Mary Miller*, by equal portions, clear of all deductions, on any account or pretence whatsoever; the first half yearly payment thereof to be made on the — day of — next, and also a proportionable part of the said annuity, or clear yearly sum of two hundred pounds, for or in respect of so many days as shall have elapsed from the last half yearly day of payment next preceding the decease of the said *Mary Miller*, up to the day of her death; THEN the said obligation to be void, but if default shall be made of, or in payment of the said annuity or clear

clear yearly sum of two hundred pounds, or any part thereof at the days or times aforesaid, or any of them, then the said obligation to be and remain in full force, virtue, and effect.

Approved by  
Mr. B —.

A receipt for the consideration money must be inserted at the foot of the bond.

See a declaration of trust respecting this bond under *Declarations of Trust*, N°. II.

*A Bond for the Payment of Money by a Corporation.*

No. XII.

THE Master, Wardens, and society of the art and mystery of apothecaries, of the city of London, do hereby acknowledge to have received of A. B. six hundred pounds, which the said society promise to re-pay to the said A. B. his executors, administrators, or assigns, (by indorsement hereon) with interest for the same from the date hereof, after the rate of five pounds, for one hundred pounds by the year, at *Apothecaries Hall*, in *Black Friars, London*, on three months notice to be given in writing, either by the said society, to the said A. B. his executors, administrators or assigns, or by the said A. B. his executors, ad-

P p 2 ministrators,

## Original Precedents

ministrators, or assigns, to the said society's clerk, at their hall aforesaid, for the true payment whereof, in manner aforesaid, the society do hereby bind themselves and their successors, in the penal sum of one thousand two hundred pounds, IN WITNESS whereof, the said society have caused their common seal to be hereunto affixed this 20th day of *May*, 17—.

The above bond was settled by

Mr. RIVET.

Signed by order of the  
Court of Assistants of the  
said society.

R. D.

No. XIII.

*The Condition of a Bond from a Man to suffer his  
Wife to live a-part, and have all the Effects  
she is possessed of, and to behave quietly to her.  
—Settled by Mr. MAIRE.*

K NOW ALL MEN, &c.

WHEREAS *Mary*, the wife of the said *Ralph Rose*, hath for several years last past, lived separate and a-part from the said *Ralph Rose*, her husband, and hath during all the said time maintained and provided for herself, and *Elizabeth*, the daughter of the said *Ralph Rose*, without any expence to the said *Ralph Rose*;  
*And whereas* it is agreed between the said *Ralph Rose*,

*Rose*, and the said *Mary* his wife, that the said *Mary*, the wife of the said *Ralph Rose*, shall and may at all times hereafter live separate and apart from the said *Ralph Rose*, and also that the said *Mary Rose* shall and may have, hold, and enjoy to her sole and separate use, all such monies, goods, and effects, as the said *Mary Rose* is now possessed of, or shall or may at any time or times hereafter; get or acquire, or which shall be given or bequeathed to her by any person or persons whatsoever, without any hindrance, molestation, or interruption, of or by him the said *Ralph Rose*; And whereas the said *Ralph Rose* hath also agreed to behave himself peaceably and quietly towards the said *Mary Rose*, his wife, and the said *Jane Rose*, his daughter, and not to molest assault, disturb, or do any bodily hurt or injury to them or either of them; Now THE CONDITION of this obligation is such, that if the above bounden *Ralph Rose*, shall and do from time to time and at all times hereafter, during the term of his natural life, permit and suffer the said *Mary Rose*, his wife, and the said *Jane Rose*, his daughter (in case they or either of them shall so long happen to live) to live separate and apart from the said *Ralph Rose*, without any molestation, disturbance, or interruption of or by him the said *Ralph Rose*, and also if the said *Ralph Rose*, his executors or administrators shall and do at all times hereafter per-

mit and suffer the said *Mary Rose*, his wife, to have, hold, and enjoy, to her sole and separate use, all and every the monies, goods, chattels, and effects whereof the said *Mary Rose*, is now possessed, and also all and every the monies, goods, chattels and effects which the said *Mary Rose* shall or may at any time or times hereafter, get or acquire, or which shall or may be given or bequeathed to the said *Mary Rose*, by any person or persons whatsoever, without any hindrance, molestation, or interruption, of or by him the said *Ralph Rose*, and also if the said *Ralph Rose* shall and do from time to time and at all times hereafter, demean and behave himself peaceably and quietly towards the said *Mary Rose*, his wife, and the said *Jane Rose*, his daughter, and each of them, and shall not, nor in any manner whatsoever molest, assault, disturb, or do any bodily hurt or injury to the said *Mary Rose*, his wife, and the said *Jane Rose*, his daughter, or either of them, then this obligation to be void; but if default shall be made in performance of all or any of the conditions above specified; then this obligation is to remain and be in full force and virtue.

*The Condition of a Bond to suffer a Wife to live  
a-part from her Husband.—Settled by Mr.  
B. FILMER.*

No. XIV.

**K**NOW ALL MEN, &c.

WHEREAS Jane the wife of the above bound *Abel Amery*, doth now live separate and apart from her said husband, and follows the trade or employment of making and selling —— and the said *Abel Amery* hath agreed that his said wife shall have and receive all benefit arising thereby, or by any other trade or business which she shall think fit to follow, to and for her own separate use and support; wherewith he the said *Abel Amery* is not to intermeddle, or have any profit or advantage from; so as she the said *Jane Amery*, doth not, and shall not contract any debt or debts, whereof, or by means whereof the person or effects of her said husband shall or may be sued, charged, or incumbered, by any means whatsoever; Now THE CONDITION of this obligation is such, that if the said *Abel Amery*, do and shall from time to time during the space of —— years, now next ensuing, (if the said *Jane Amery* shall so long live) permit and suffer the said *Jane Amery*, his wife, to live separate and apart from him, and to have and receive all benefit, profit, and advantage arising,

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or

or which shall arise by her said trade of making and selling ——, or any other trade or business which she shall follow or employ herself in during the said term, to and for her own separate use, support, and maintenance, without any account, suit, trouble, or molestation whatsoever, and without acting, doing, or causing, or permitting to be done, any act, matter, or thing whatsoever, whereby or wherewith, or by means, or occasion whereof the said *Jane Amery*, his wife, shall or may be molested or incumbered, by any ways or means whatsoever, and also if the said *Abel Amery*, his executors or administrators, or his or their goods or chattels, lands or tenements, shall at any time hereafter, during the said term of — years, be sued, attached or otherwise charged and incumbered, for or by reason or means of any debt or debts which his said wife hath or shall or may contract: then in either of the said cases this obligation to be void, or else to remain in full force and virtue.

*The Condition of a Bond of Indemnity, from  
a Grantor, who had in the Deed described him-  
self to be an Heir at Law, and of which doubt  
had arisen.*

No. XV.

K NOW ALL MEN, &c.

WHEREAS by indenture of lease and release, the lease bearing date the day next before the day of the date of the release, and the said release bearing even date with these presents, the said release being tripartite, and made or mentioned to be made between the said *Peter Morris*, by the description of *Peter Morris*, cousin and heir, and sole executor of the last will and testament of *John Everett*, late of *Bethnal-Green*, in the county of *Middlesex*, gentleman, deceased, of the first part; *Richard Collins*, of *Fleet Lane, London*, broker, of the second part; and the said *Benjamin Brooks* and *Richard Dean* of the third part; therein reciting, that by indentures of lease and release, bearing date respectively, the 18th, and 19th days of *July 17*—, and made between the said *Richard Collins*, by the description of *Richard Collins*, of *Water Lane, Black Friars, London*, upholsterer, son and heir at law, of *John Collins*, then late of the parish of *Saint Bridget otherwise Bride, London*, barber, deceased, of the one part; and the said

A conveyance  
by lease and re-  
lease recited,  
whereby the  
obligor had by  
the description  
of cousin and  
heir, and sole  
executrix of  
testator, convey-  
ed certain pre-  
misses to the  
obligees.

*John*

*John Everett*, of the other part; the said *Richard Collins*, in consideration of one hundred and fifty pounds therein mentioned, to be paid him by the said *John Everett*, did grant and release unto the said *John Everett*, and his heirs, the messuage or tenement, and premisses thereafter mentioned, to be thereby released; *To hold the same unto and to the only proper use and behoof of the said John Everett, his heirs and assigns for ever; subject to a proviso therein contained, for making void the same, on payment by the said Richard Collins, to the said John Everett, his heirs or assigns, of the said principal sum of one hundred and fifty pounds, with lawful interest for the same, at the time therein mentioned; and further reciting, that the said John Everett was since deceased, having duly made his last will and testament in writing, bearing date the 25th day of October 17—, and appointed the said Peter Morris sole executor thereof, who had duly proved the same in the prerogative court of Canterbury; and that by indentures of lease and release, bearing date respectively the 16th and 17th days of December last, and made between the said *Richard Collins* of the one part; and the said *Benjamin Brooks* and *Richard Dean* of the other part; for the considerations in the same indentures expressed, the said *Richard Collins* did grant, release, and convey the inheritance and equity of redemption of the said*

said messuage or tenement and premisses, subject to the said mortgage, unto and to the use of the said *Benjamin Brooks*, and *Richard Dean* their heirs and assigns, for ever, and that the sum of one hundred and fifty-nine pounds one shilling was then due to the said *Peter Morris* as executor of the said *John Everett* for principal money and interest on the said recited mortgage. It is by the said indenture of release now reciting, witnessed, that in consideration of the sum of one hundred and fifty-nine pounds and one shilling therein mentioned to be paid by the said *Benjamin Brooks* and *Richard Dean* to the said *Peter Morris* at the desire, and by the direction of the said *Richard Collins* in full of all principal money and interest due on the said recited mortgage, and of the sum of five shillings therein also mentioned to be paid by the said *Benjamin Brooks* and *Richard Dean* to the said *Richard Collins*, the said *Peter Morris*, so far as regards the assignment of the said mortgage, but no further or otherwise, with respect to the said *Peter Morris*, at the request and by the direction and appointment of the said *Richard Collins* and also the said *Richard Collins*, did release and confirm unto, and to the use of the said *Benjamin Brooks* and *Richard Dean*, their heirs and assigns for ever, all that toft or parcel of ground, messuage, or tenement, and premisses with the appurtenances, situate on the East side  
of

## Original Precedents

of Waterlane, in the parish of St. Ann Blackfriars, London, therein particularly described, and all their estate and interest therein. And whereas a doubt having arisen, whether the said Peter Morris is the heir at law of the said John Everett deceased, he hath therefore undertaken and agreed to indemnify the said Benjamin Brooks and Richard Dean in respect thereof in manner herein aftermentioned. Now THERE-

A recital that  
doubts had  
arisen whether  
the obligor was  
heir at law to  
the testator, and  
that he had in  
respect thereof  
agreed to in-  
demnify the ob-  
ligees.

The Condition  
is therefore that  
the obligees  
shall peaceably  
enjoy.

FORE THE CONDITION of the above written obligation is such, that if the said Benjamin Brooks and Richard Dean, their heirs or assigns shall and do, from time to time, and at all times for ever hereafter, peaceably and quietly hold, possess, and enjoy the said messuage or tenement, and premises mentioned and intended, in and by the said recited indentures of lease and release, which said release is of even date herewith, to be released and conveyed unto, and to the use of the said Benjamin Brooks and Richard Dean, and their heirs as aforesaid, and every part and parcel thereof, without any let, suit, hindrance, interruption, or denial whatsoever of or by the said Peter Morris, his heirs, executors, administrators, or assigns, any or either of them, or any other person or persons whomsoever, lawfully claiming or to claim, by, from, under or in trust for him, them, or any of them, or by, from, or under the said John Everett, deceased; and that free and clear, and freely and clearly acquitted,

exonerated,

exonerated, and discharged, or otherwise by the said *Peter Morris*, his heirs, executors, or administrators, well and sufficiently saved, kept harmless, and indemnified of, from, and against all claims and demands whatsoever, of, from, or by any person or persons lawfully claiming or to claim the said premises, or any part thereof, or any estate, right, title, trust or interest therein, or in any part thereof, by whom, or under the said *John Everett* deceased, THEN, &c.

I approve of this draft on behalf  
of Mr. *Morris*.

THOS. WARREN.

*A Bond whereby the Creditors of a deceased Partner indemnify the remaining Partner upon his paying unto the Administrators de bonis non a share of the Amount of certain Bills \* received from Debtors Abroad, wherein a Stranger had a third Interest; but neglected for many Years to claim the third of such Bills.*

No. XVI.

**K**NOW ALL MEN by these presents, That we *Benjamin Bloom* of Fleet-street, London, bookseller, and *William Bloom* of the town of Southampton in the county of Southampton, gentleman, *Richard Green* of Thames-street, London, ironmonger; *Grant Hewitt* of King-street,

\* For opinions taken previous to the drawing of this bond, see cases under this title No. 1.

*London,*

*London*, merchant; *Edmund Gale and Joseph Gale*, of *Warwick-lane, London*, distillers, and partners; *Henry Gale* of the *Poultry, London*, china-man; *George Fort* of the city of *Salisbury*, hatter; *Henry Leech* of the town of *Pembroke* in the county of *Pembroke*, merchant; *William Liffott* the younger, of *Bampton* in the county of *Oxford*, gentleman; *William Pink* of *Farnham*, in the county of *Surry*, gentleman; the Reverend *Hugh Thomas*, doctor in divinity, dean of *Ely*; and *Mary Isaac* of the parish of *Saint Martin* in *Stamford* in the county of *Northampton*, widow, are held and firmly bound to *Thomas Bloom* of *Thames-street, London*, iron-monger in five thousand and one hundred pounds of good and lawful money of *Great Britain*, to be paid to the said *Thomas Bloom*, or his certain attorney, executors, or administrators, for the true payment whereof, we bind ourselves and every of us, by himself and herself, for the whole and every part thereof, our and every of our heirs, executors, and administrators, &c.

A recital that  
copartners here  
having consider-  
able dealings  
with certain  
merchants in  
Barbadoes such  
merchants had  
become indebted  
unto the copart-  
ners in certain  
sums of money.

WHEREAS *William Yalden and Thomas Powell* of *Thames-street, London*, ironmongers, and partners, having in the years 17— and 17— considerable dealings with *John Gascoigne* and *George Gascoigne*, both of the island of *Barbadoes*, merchants; the said *John Gascoigne* and *George*

*George Gascoigne* became thereby indebted to the said *William Yalden* and *Thomas Powell* in the several sums following, (that is to say) the said *John Gascoigne* in the sum of two thousand five hundred and seventy-seven pounds, seventeen shillings and eight pence, and the said *George Gascoigne* in the sum of two hundred and twenty pounds, eleven shillings and one penny, *And whereas* the said *Thomas Powell* departed this life in the month of *April 17*—after whose decease the said *George Gascoigne* became indebted to the said *William Yalden* in the further sum of one hundred and fifty pounds, making together the sum of three hundred and sevnty pounds eleven shillings and one penny; *And whereas* the said *William Yalden* on the 1st day of *July 17*—, entered into partnership with the above named *Thomas Bloom* and one *Enos Smith* in the business of an iron-monger, who continued to deal with the said *John Cascoigne* whereby the said *John Gascoigne* became indebted unto the said *William Yalden*, *Thomas Bloom* and *Enos Smith*, in the sum of four hundred and seventeen pounds fourteen shillings and six pence; *And whereas* in the year *17*—, the said *William Yalden*, *Thomas Bloom*, and *Enos Smith* received letters from *Barbadoes*, signed *John and George Gascoigne and Co.* inclosing bills to the amount of four thousand and five hundred pounds, drawn by one *John Syrac* of the island of *Demeira*,

One of the partners died, and one of the merchants became indebted to the survivor in a further sum of money.

The surviving partner entered into partnership with two other persons, and the merchants at *Barbadoes* became indebted in a further sum.

The merchants send bills to the partner, whereina  
a stranger was  
said to have a  
third concern.

*raira*, merchant, (who by the said letters, is said to have a third concern in the effects for which the said bills were drawn) on *Wynand Cappenburgb*, merchant in *Amsterdam*, payable to *John Gascoigne* and Co. or order, one of which said letters mentioned that *John Gascoigne*, in his own name, would draw for the amount of the said bills; and the said *John Gascoigne* accordingly drew bills for the same on the said *William Yalden*, *Thomas Bloom*, and *Enos Smith*, before any part of the money was received which they therefore refused to pay; *And whereas* in the month of *October 17*—, the said *William Yalden*, *Thomas Bloom*, and *Enos Smith* received of the said *Wynand Cappenburgb* two thousand four hundred and eighty-four pounds

Part of which  
were paid.

One of the partners died having  
made a will and  
appointed his  
wife sole executrix,

who by virtue  
of the articles of  
copartnership  
continued in  
partnership till  
the dissolution  
thereof, when  
the whole trade  
fell to one partner;

and three-pence, in part of the bills drawn on him by the said *John Syrac* as aforesaid; *And whereas* the said *William Yalden* departed this life on or about the 7th day of *January 17*—, having duly made and published his last will and testament in writing, and appointed his wife *Mary Yalden* sole executrix thereof, who proved the said will in the Prerogative Court of *Canterbury*, and took upon herself the execution thereof; *And whereas*, by virtue of a power contained in the articles of copartnership, the said *Mary Yalden*, as executrix of the said *William Yalden*, continued in partnership with the said *Thomas Bloom* and *Enos Smith*, from the decease of the said *William Yalden*, until the

22d day of *April* following, when the same was dissolved, and the said *Enos Smith* assigned his share of the copartnership effects to the said *Thomas White*; *And whereas* on the 1st day of *June 17—*, the said *Thomas Bloom* received of the said *Wynand Cappenburgh* six hundred and eighty-six pounds and one shilling and two-pence, in further part of the bills drawn on him by the said *John Syrac* as aforesaid. *And whereas* the said *William Yalden* was at the time of his death indebted by bond to the several persons hereinafter named in the following sums of money; (that is to say) to the above bound *Benjamin Bloom* and *William Bloom* in the sum of one thousand pounds, besides interest; and to the said *William Bloom* in the sum of six hundred pounds, besides interest, to the reverend *Samuel Trueman*, clerk, which hath since been duly assigned to the said *Benjamin Bloom* in the sum of four hundred pounds besides interest, to the above bound *Richard Green* in the sum of one thousand pounds, besides interest, to *George Verney* since deceased, to whom the above bound *Grant Hewett* is sole executor, in the sum of one thousand pounds besides interest; to the above bound *Edmund Gale* and *Joseph Gale* in the sum of eight hundred and thirty pounds, besides interest; to the above bound *Henry Gale* in the sum of eight hundred pounds, besides interest; to the above bound *George Fort* in the sum of three hundred and thirty pounds, besides interest; to the above bound *Henry*

This partner afterwards received a further part of the said bills.

A recital that the last deceased partner was indebted to several persons to a very considerable amount in the whole, whereof 12 s. and 6 d. in the pound had been paid.

*Leach* in the sum of three hundred pounds, besides interest; to *Richard Liffett*, since deceased, to whom the above bound *William Liffett* is sole executor in the sum of one hundred and sixty pounds, besides interest; to *Thomas Pink*, to whom the above bound *William Pink* is executor, in the sum of one hundred and fifty pounds, besides interest; to the above bound *Hugh Thomas* in the sum of one hundred pounds, besides interest; and to the above bound *Mary Isaac* in the sum of one hundred pounds, besides interest; *Which* said debts, exclusive of interest, amount together to the sum of six thousand seven hundred and seventy pounds, whereof twelve shillings and six pence in the pound, hath been paid to the said several creditors in part of their said respective debts; *And whereas* the said *Mary Yalden* afterwards intermarried with the said *Thomas Bloom*, and is lately dead, intestate, and administration of the goods, chattels, and credits of the said *William Yalden*, with his will annexed, unadministred by the said *Mary Bloom*, hath been duly granted by the Prerogative Court of Canterbury to the said *Joseph Gale*.

*A recital that the remaining partner had, at the request of the deceased partner's creditors (obligors herein named) and on their indemnifying him agreed to pay unto the administrator de bonis non the share of the said bills belonging to the said deceased partner which would be sufficient to pay his specialty debts.*

*And whereas the said *Thomas Bloom* hath at the request of the said *Benjamin Bloom*, *William Bloom*, *Richard Green*, *Grant Hewett*, *Edmund Gale*, *Joseph Gale*, *Henry Gale*, *George Fort*, *Henry Leach*, *William Liffett*, *William Pink*, *Hugh Thomas*, and *Mary Isaac*; and on their indemnifying him in manner hereinafter mentioned, agreed to pay the said *Joseph Gale**

as administrator of the said *William Yalden*, the sum of one thousand six hundred and ninety-five pounds and thirteen shilling and one penny, being two third parts (the supposed shares of the said *John Gascoigne* and *George Gascoigne*) of the sum of three thousand one hundred and seventy pounds and one shilling and five pence, received of the said *Wynand Cappenburg* as aforesaid, and now remaining in the hands of the said *Thomas Bloom* after deducting thereout the sum of four hundred and seventeen pounds and fourteen shillings and six pence, owing by the said *John Gascoigne* to the partnership estate of the said *William Yalden*, *Thomas Bloom*, and *Enos Smith* as aforesaid, and to allow interest for the same, after the rate of four pounds *per cent. per ann.* from the said 1<sup>st</sup> day of June 17—, when the said *Thomas Bloom* received the last sum of money of the said *Wynand Cappenburg* unto the day of the date hereof, which amounts to the sum of three hundred and ninety pounds, and being added to the said sum of one thousand six hundred and ninety-five pounds thirteen shillings and one penny, will make together the sum of two thousand and eighty-five pounds thirteen shillings and one penny; And the said *Thomas Bloom* hath also agreed to pay the said *Joseph Gale*, as administrator as aforesaid, the sum of four hundred and fifty three pounds one shilling and eleven pence, out of the other third part, the supposed share of the said *John*

*Syrac*, of the said sum of three thousand one hundred and seventy pounds one shilling and five pence, which, together with the said two thousand and eighty-five pounds thirteen shillings and one penny, will be sufficient to discharge all the specialty debts of the said *William Yalden* now remaining due, exclusive of interest; *And whereas* the said *Thomas Bloom* in pursuance of the said agreement, hath on the day of the date hereof, paid the said *Joseph Gale* the said several sums of two thousand and eighty-five pounds thirteen shillings and one penny, and four hundred and fifty-three pounds one shilling and eleven pence, making together the sum of two thousand five hundred and thirty-eight pounds and fifteen shillings, the payment and receipt whereof he the said *Joseph Gale* doth hereby acknowledge. Now THEREFORE THE CONDITION of the above written obligation is such, that if the said sum of two thousand five hundred and thirty-eight pounds and fifteen shillings, so paid by the said *Thomas Bloom* to the said *Joseph Gale* as aforesaid, or any part thereof, or any interest for the same, or any part thereof, shall hereafter be lawfully demanded and recovered of the said *Thomas Bloom*, his executors or administrators, then and in such case, if the said *Benjamin Bloom*, *William Bloom*, *Richard Green*, *Grant Hewett*, *Edmund Gale*, *Joseph Gale*, *Henry Gale*, *George Fort*, *Henry Leach*, *William Liffett*, *William Pink*,

The condition  
is therefore for  
the said credi-  
tors, obligors  
herein named,  
to pay and return  
to the obligee  
the monies paid  
by him to the  
administrator  
*de bonis non in*  
case the same  
shall be recover-  
ed back from  
him and also to  
indemnify him  
herein.

*Pink, Hugh Thomas, and Mary Isaac, and every of them, their and every of their heirs, executors, or administrators, do and shall according, and in proportion to the several specialty debts, exclusive of interest, now remaining due to them from the estate of the said William Yalden as aforesaid, well and truly pay or cause to be paid and returned unto the said Thomas Bloom, his executors or administrators, upon request so much, and such part of the said sum of two thousand five hundred and thirty-eight pounds, and fifteen shillings, together with such interest for the same, or shall or may be so recovered of the said Thomas Bloom his executors or administrators; and also all costs, charges, damages, and expences whatsoever, which he the said Thomas Bloom, his heirs, executors or administrators, or any of them, shall bear, pay, sustain, expend, or be put unto by reason or means thereof, or of his having paid the said sum of two thousand five hundred and thirty-eight pounds and fifteen shillings, to the said Joseph Gale as aforesaid; not exceeding the several sums hereinbefore mentioned to be due unto them respectively as aforesaid; and thereof, and therefrom, do and shall well and sufficiently save, defend, keep harmless, and indemnified, the said Thomas Bloom, his heirs executors, and administrators, and every of them, and his and their lands, tenements, goods, and chattels: then*

## Original Precedents

the above written obligation to be void, otherwise to be and remain in full force and virtue,

I approve of this draft,

W. RIVET.

Some of the obligors objected to the form of the above indemnity, whereupon Mr. RIVET made the following alteration, but the first was notwithstanding entered into.

Then and in such case, if they the said *A. B. C. D. E. F. G. H., &c.* or their respective heirs, executors, or administrators, shall severally pay or return unto the said *Thomas Bloom*, his executors or administrators, so much and such part of the said sum of two thousand five hundred and thirty eight pounds, and fifteen shillings, as shall amount to their respective shares thereof, according and in proportion to the said several specialty debts herein before mentioned to be due and owing to them respectively as aforesaid, with so much interest for the same as shall or may be recovered of the said *Thomas Bloom*, his executors or administrators, together with a proportionable part of all costs and damages which he or they shall sustain or be put to by means thereof, or on account of his having paid the said sum of two thousand five hundred and thirty-eight pounds and fifteen shillings, in manner aforesaid, such share or proportion not to exceed the sums before mentioned, to be received by them respectively as aforesaid, then the above written obligation,

obligation, as to such of the above bounden parties as shall pay such their proportion or share as aforesaid shall be absolutely void and of no effect.

If altering the condition in this manner will not please the parties objecting, the best way is to give every of them a separate bond.

W. RIVET.

*A Bond of Indemnity against a Wife's Dower.*

No. XVII.

K  
NOW ALL MEN, &c.

WHEREAS the above bounden *Charles Cheney*, by indentures of lease and release, the lease bearing date the day before, and the release even date with these presents, hath bargained, sold, released, and conveyed, to the above named *David Drew*, and his heirs and assigns for ever, an undivided moiety of all that messuage or tenement, and other premisses particularly described in the said indentures of lease and release; And whereas the above bounden *Charles Cheney* is married, by reason whereof a fine ought to be levied of the premisses, by the said *Charles Cheney* and *Jane* his wife, to bar her of her dower or thirds, or any other right she may have or claim, in, to or out of the said premisses, or any part or parcel thereof, in case she should survive her said husband; but the said *David Drew*, in order to save the expence

The obligor hath by indenture of lease and release, conveyed certain premisses to the obligee.

And the obligee to save the expence of a fine, hath agreed to take a bond of indemnity against the wife's dower.

Q q 4 thereof

The condition.

thereof is willing to accept the security hereby intended to secure him and his heirs, and the said premisses, against such claim and demand of the said *Jane Cheney*, THE CONDITION therefore of the above written obligation is such, that if the said *Charles Cheney* and *Jane* his wife, or either of them, their or either of their heirs, executors, administrators, or assigns, do, and shall, from time to time and at all times hereafter (until a fine of the said premisses, pursuant to the said indenture of release shall be had and levied) well and sufficiently save, defend, keep harmless and indemnified the said *David Drew*, his heirs, executors, administrators, and assigns, and the said purchased premisses so as aforesaid, bargained, sold and conveyed to the said *David Drew*, his heirs and assigns, and every part and parcel thereof, and the rents, issues, and profits thereof, and of every part, and parcel thereof, of, from and against all the dower or thirds at common law, or title, claim, or demand of dower of the said *Jane Cheney*, wife of the said *Charles Cheney*, which she can, shall, or may at any time hereafter claim or demand, by reason or means of the said *Jane Cheney*, being the wife or widow of the said *Charles Cheney*, and all other her claim and demand whatsoever, in law or equity, or otherwise howsoever, in, to or out of the said purchased premisses, or any part thereof: Then, &c.

Approved by Mr. Fogg.

*A Counter*

*A Counter Bond of Indemnity to Persons who had entered into a Bond to the Bank of England, to indemnify them on their paying a lost Note.*

No. XVIII.

# K NOW ALL MEN, &c.

WHEREAS the above named *Edmund Emes*, and *Basil Bream*, at the special instance and request of the above bound *Lawrence Lucas*, in and by one bond or obligation, bearing date on or about the 16th day of *March* last, are become and stand jointly and severally bound, unto the governor and company of the Bank of *England*, in the penal sum of sixty pounds; conditioned for saving harmless the said governor or company, on account of their having paid the said *Edmund Emes* and *Basil Bream*, the sum of thirty pounds, being the value of a note belonging to the said *Lawrence Lucas*, N<sup>o</sup> . . . K. 27. bearing date the said 22d day of *February* 17—, payable, to *Daniel Race*, which is supposed to be mislaid or destroyed, without having the said note delivered up to be cancelled, as in and by the said bond or obligation, and the condition thereof relation being thereunto had may appear; And whereas the said *Edmund Emes* and *Basil Bream*, have on or before the day of the date hereof, paid the said *Lawrence Lucas*, the sum of thirty pounds, received by them for his use, of the said

A bond of indemnity to the Bank of England on their paying a lost note recited.

The obligor hath received the amount of the note.

The condition.

said governor and company as aforesaid, the payment and receipt whereof he the said *Lawrence Lucas* doth hereby acknowledge: Now THEREFORE the condition of the above written obligation is such, that if the said *Lawrence Lucas*, his heirs, executors, or administrators, do, and shall from time to time, and at all times hereafter, well and sufficiently save, defend and keep harmless, and indemnified, the said *Edmund Emes*, and *Basil Bream*, and each of them, their and each of their heirs, executors, and administrators, and their, each and every of their lands, tenements, goods, and chattels, of from and against the said recited bond or obligation, and of and from all costs, charges, payments, damages, and expences whatsoever which they, any or either of them shall or may bear, pay, sustain, or be put unto, for or by reason of their having entered into the said recited bond as aforesaid. THEN, &c.

T. W. W.

No. XVIII. *The Condition of a Bond of Indemnity on paying Money to a Person who had not taken out Letters of Administration to the deceased Person, to whom it belonged.*

**K**NOW all men, &c. That we *Adrian Ashley*, of, &c. and *Bella Brewer*, of, &c. are held and firmly bound to the master, wardens, and society of the art and mystery of —— of the city of *London*, in —— pounds of

of good and lawful money of *Great Britain*, to be paid to the said master, wardens, and society, or their certain attorney, successors, or assigns, for which payment well and truly to be made, we bind ourselves and either of us by herself and himself for the whole and every part thereof, and the heirs, executors, and administrators, of us or either of us firmly by these presents sealed with our seals, dated this, &c.

WHEREAS the above named master, wardens, and society stand indebted to the estate of *Charles Brewer*, of, &c. deceased, in the sum of — pounds; And whereas the said *Charles Brewer*, was at the time of his death indebted to *Elias Wood*, by bond, in the sum of — pounds principal money, with a great arrear of interest for the same. And whereas the said *Charles Brewer* made his last will and testament in writing, and thereof appointed the said *Elias Wood* sole executor, who in compassion to the above bound *Bella Brewer* the widow and relict of the said *Charles Brewer*, she being left in indigent circumstances with seven children, hath given up to her the said bond for her own benefit, but declines proving the said will. And whereas the principal money and interest due on the said bond, is more than the assets of the said *Charles Brewer* amount to, and the above bound *Adrian Ashley* and *Bella Brewer* have requested the said master wardens and society to pay her the said *Bella Brewer*

The obligees in-debted to a per-son,

who was in-debted to ano-ther by bond,

the obligor made a will and appointed an executor, who in compassion to the widow agreed to give up the bond, but declined proving the will.

The obligees have been de-fined to pay the money due from them to the testator to the widow with-out compelling her to take out letters of ad-ministration,

the

which they  
have agreed to  
do,

and have ac-  
cordingly paid  
the money.

The condition.

the said sum of —— pounds due from them to the estate of her said late husband, without obliging her to take out letters of administration of the goods and chattels of her said late husband with his will annexed as the same will exhaust great part of the said sum of —— pounds, and there being no other debt or effects of her said late husband to get in, the said master, wardens and society have agreed to comply with such request on the said *Adrian Aßley* and *Bella Brewer* indemnifying them for so doing. *And whereas* the said master, wardens, and society, have accordingly on the day of the date hereof paid the said *Bella Brewer* the said sum of —— pounds, the receipt whereof she doth hereby acknowledge. Now THEREFORE the condition of this obligation is such that if the said *Adrian Aßley* and *Bella Brewer* or either of them, their or either of their heirs, executors, or administrators do and shall, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said master, wardens, and society, and their successors, and their goods and chattels, lands and tenements, of, from and against all losses, costs, charges, damages and expences, which they shall or may bear, pay, sustain, or be put unto, for or by reason or means of their having paid the said *Bella Brewer* the said sum of —— pounds due from them to the estate of the said *Charles Brewer*,

Brewer  
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or  
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of t

Brewer as aforesaid, or any matter, cause, or thing relating thereto. THEN, &c.

Settled by Mr. RIVET.

*The Condition of a Bond of indemnity on paying  
a lost Bond.*

No. XIX.

K NOW ALL MEN, &c.

WHEREAS the above named master, wardens, and society by their bond or obligation under their common seal bearing date on or about the — day of — became bound to the above bound *Allan Arkright* in the penal sum of — pounds conditioned for payment of the sum of — pounds unto the executors, administrators, or assigns of the said *Allan Arkright* at the end of three months next after the decease of the said *Allan Arkright* with such profit of the same as upon the then last general audit for the stock raised by and amongst the members of the said society for the making and preparing — should appear to be due to him and unpaid, as in and by the said bond when produced will more fully appear. And whereas the said bond is alledged to be lost or so mislaid that the same cannot be found. And whereas the said master wardens and society the day of the date hereof, at the request of the said *Allan Arkright*, and on his promise of

which was lost,

and satisfaction  
hath been  
made.

The condition.

of indemnity, have made him full satisfaction of and for the said bond. Now THE CONDITION OF THIS OBLIGATION is such, that if the above bound *Allan Arkright*, his heirs, executors, or administrators, or any or either of them, do and shall in case the said bond or obligation shall happen to be found or come to his, their, or any of their hands, custody, or power, or to the hands, custody, or power of any other person for them, deliver or cause the same to be delivered unto the then master and wardens of the said society in order to be made void, cancelled, and destroyed; and also do and shall, from time to time, and at all times hereafter, save, keep harmless, and indemnified the said master, wardens, and society, and their successors, of and from all actions, suits, troubles, costs, charges, damages, and expences whatsoever, that shall or may at any time hereafter happen or come to them, for or by reason of the said bond or obligation, or any the money thereby paid, or for touching or concerning the same: THEN this, &c.

Settled by

Mr. RIVET.

The

*The Condition of a Bond of Indemnity on paying a  
lost Note.*

**K**NOW ALL MEN, &c.

WHEREAS the above named *Crispin Cullum* by A note recited, his promissory note signed by him for the said *Cecil Cullum*, his father, and himself, dated the —— day of —— did promise to pay unto Mr. *William Webb* or order —— pounds, forty days after date for value received, and such said note was afterwards indorsed by the said *William Webb* and others, and became the property of *John Jones* of, &c. as the said *John Jones* avers; And which was lost. whereas the said *John Jones* alledges he sent the said note by the mail, on the —— day of —— last, to the above bound *Evan Eades* to be received by him, for his the said *John Jones* use; which mail being robbed, and the said notes not having been offered for payment, it is apprehended the said note was stole out of the said mail or otherwise lost. And whereas the said *Crispin Cullum* and *Cecil Cullum*, have on the day of the date hereof at the request as well of the said *John Jones* as of the said *Evan Eades*, and upon his the said *Evan Eades* promising to indemnify and deliver up the said note

But the payers  
therein named  
have paid the  
same, notwithstanding upon a  
promise of indemnity, &c.

**The condition.**

note to be cancelled when found, paid the said *Evan Eades*, the sum of — pounds in full satisfaction and discharge of the said note, the receipt whereof the said *Evan Eades* doth hereby acknowledge; **THE CONDITION** therefore of the above written obligation is such, that if the said *Evan Eades* his heirs, executors, or administrators, or any of them do and shall from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *Crispin Cullum* and *Cecil Cullum*, their executors and administrators, and their and every of their goods, chattels, lands, and tenements of, from and against the said note of — pounds, and of and from all costs, charges, damages, and expences, that shall or may happen to arise therefrom, and also deliver or cause to be delivered up the said note, when and so soon as the same shall be found to be cancelled. **THEN** this obligation, &c.

T. W. W.

**No. XXI.**

*The Condition of a Bond on surrendering of copyhold premises; settled by Mr. Duane.*

**K**NOW ALL MEN, &c.

WHEREAS the above bound *Richard Roe* hath, on or before the day of the date of these presents, in consideration of the sum of two hundred pounds of lawful money of *Great Britain*

to

to him in hand paid by the above named *John Jinks*, the receipt whereof he doth hereby acknowledge duly surrendered into the hands of the lord of the manor of *P.* in the county of *Surry*, according to the custom of the said manor, all that messuage or cottage, together with a barn, garden, and orchard, being one acre of land more or less, called *Mansland*, situate, lying and being in *P*— aforesaid, at or near *C.*— within the said manor, and held of the same by the yearly rent of four-pence, and two shillings for a fine certain, and two shillings for an heriot certain, upon death and alienation of every tenant of the said premisses, and the reversion and reversions, remainder and remainders thereof; to which said premisses the said *Richard Roe* and *Mary* his wife (since deceased) were admitted tenants, at a court held for the said manor the first day of *May* 17—. To the use and behoof of the said *John Jinks*, his heirs and assigns for ever, according to the custom of the said manor, as in and by such surrender, relation being thereto had, may appear. Now THEREFORE THE CONDITION of the above written obligation is such, that if the said *Richard Roe* at the time of the passing and executing the above in part recited surrender, had in himself good right, full power, and lawful authority to surrender the said copyhold premisses and every part thereof, with their appurtenances, unto and to the use of the said *John Jinks*, his heirs

and assigns, in manner aforesaid; and if all and every the abovementioned to be surrendered premisses, were at the time of making and passing the said surrender, free, clear and discharged of and from all former and other surrenders, intails, wills, devises, charges, burthens, arrears of rent, forfeitures, and other incumbrances whatsoever, (other than the rents and services from henceforth to grow due and payable to the lord of the said manor in respect of the said premisses;) and also if the said *John Jinks*, his heirs, and assigns, shall and may from time to time and at all times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the abovementioned to be surrendered premisses, and receive and take the rents, issues and profits thereof, and of every part thereof, to his and their own proper use and uses, without any lawful let, fuit, trouble, disturbance, hindrance, denial, molestation or eviction of or by the said *Richard Roe*, his heirs or assigns, or any other person or persons whomsoever; and also if the said *Richard Roe* and his heirs, and all and every other person and persons lawfully claiming, or at any time or times hereafter to claim any estate, right, title, or interest in possession or reversion in or to the said premisses above mentioned to be surrendered, or any part thereof, do and shall from time to time, and at all times hereafter, at the request, costs, and charges in the law  
of

of the said *John Jinks*, his heirs or assigns, make, do, perform, and execute, or cause and procure to be made, done, performed, and executed all and every such further, and other lawful and reasonable act and acts, thing and things, devises, surrenders, and assurances in the law whatsoever, for the further, better, more effectual and absolute surrendering, releasing, and assuring of the said premisses, with the appurtenances, and every part and parcel thereof, unto and to the only use and behoof of the said *John Jinks*, his heirs and assigns for ever, according to the custom of the said manor, as by the said *John Jinks*, his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required. THEN,  
&c.

*The Condition of a Bond of Indemnity on assigning a Lease.*

No. XXII.

**K**NOW ALL MEN, &c.

WHEREAS by indenture of lease bearing date on or about the 2d day of October which was in the year of our Lord 17— and made or mentioned to be made between the right reverend father in God, *John*, by divine permission, Lord bishop of Winchester, of the one

A lease for lives  
recited.

R r 2 part;

part; and the said *Edward Earl, Beaumont Bridges*, and *Thomas Streat* of the other part; The said lord bishop, for the considerations therein mentioned, did for himself and his successors, demise, grant, and to farm let, unto the said *Edward Earl, Beaumont Bridges*, and *Thomas Streat*, all that his fulling mill, with the meadow adjoining, called *New Mill*, and other the premisses therein particularly mentioned, within the tything of *M.* then or late in the occupation of *Joseph Jovab*, to hold unto the said *Edward Earl, Beaumont Bridges* and *Thomas Streat*, their heirs and assigns for and during the life and lives of *Elizabeth* the wife of *William Weeks* of *S.* esq. then late *Elizabeth Jovab*, *William Jovab* of, &c. son of *Stephen Jovab*, and the said *Beaumont Bridges*, and the life and lives of the longest liver of them, at and under the yearly rent of twenty shillings, payable half yearly as therein is mentioned. And whereas by indenture bearing even date with the above written obligation, and made or mentioned to be made between the said *Edward Earl* and *Beaumont Bridges* of the one part; and the said *Thomas Streat* of the other part; The said *Edward Earl* and *Beaumont Bridges* for the considerations therein mentioned, have granted, released and confirmed unto the said *Thomas Streat*, the said fulling mill, with the meadow and other the premisses demised by the said recited indenture of lease, and all their estate and

An assignment  
thereof recited.

and interest therein; to hold the same unto and to the use and behoof of the said *Thomas Streat*, his heirs and assigns from thenceforth, for and during the natural lives of them the said *Elizabeth Weeks*, *William Jovab*, and *Beaumont Bridges*, and the lives and life of the longest livers and liver of them, subject to the payment of the rent, and performance of the covenants in the same indenture of lease reserved and contained, on the tenant or lessee's part, from thenceforth to be paid, done, and performed, as in and by the said recited indentures, relation being thereto severally had may appear.

NOW THEREFORE THE CONDITION of the above written obligation is such, that if the said *Thomas Streat*, his heirs, executors, administrators, and assigns, do and shall from time to time and at all times hereafter, during the continuance of the said term and estate, by the said last recited indenture, granted and released to the said *Thomas Streat* as aforesaid, well and truly pay the rent, and perform, observe, and keep all and every the covenants and agreements in the said hereinbefore in part recited indenture of lease reserved and contained, on the part and behalf of the tenant, lessee, or assignee of the said premises, from henceforth to be paid, done, and performed according to the purport, true intent and meaning of the same indenture, and shall and do, well and sufficiently save, defend, keep harmless, and indemnified,

The condition;

the said *Edward Earl, and Beaumont Bridges,* and each of them, their and each of their heirs, executors, and administrators, of and from the same rent, covenants and agreements, and of and from all loss, costs, damages, and expences whatsoever, which they, any or either of them shall or may bear, pay, sustain, or be put unto, for or by reason of the non-payment of the said rent, or non-performance of any of the said covenants and agreements, *THEN, &c.*

## No. XXIII.

*The Condition of a Bond to indemnify one Executor against the Application of Monies by the other.*  
*Approved by Mr. MELMOTH.*

K NOW ALL MEN, &c.

A will recited whereby a testatrix gave all the residue of her personal estate to trustees, in trust, to invest the same in government securities, and pay the interest thereof to her daughter for life, and after her decease to divide the same amongst the children and grandchildren of her daughter, according to her appointment, and for default of appointment,

WHEREAS *Sarah Stokes*, formerly of the parish of *Saint Bridget*, otherwise *Saint Brides, London*, but late of —— widow, deceased, by her last will and testament, in writing, bearing date on or about the 25th day of June last, did give all the residue of her personal estate, after payment of her debts, and the legacies therein-mentioned, unto the said *Charles Corbett* and *Nathaniel Nutcombe*, of *Bishop Morechard*, in the county of *Devon*, clerk, in trust, to lay out the same in the purchase of government securities, and to pay the interest thereof to her daughter *Sarah Carrington*, wife of the above bound

*James*

*James Carrington*, during her life, for her separate use, and after her decease, to divide the principal amongst the children and grandchildren of the said *Sarah Carrington*, in such proportions and at such times as the said *Sarah Carrington* should by her last will appoint, and in default of such appointment, to divide the securities amongst all the children of the said *Sarah Carrington*, equally, share and share alike, at the respective times therein mentioned. But in case all the said *Sarah Carrington's* children should happen to die before any of them should become intitled to their shares thereof, by virtue of her said will, then the said trustees should transfer the same unto the executors, administrators, or assigns, of the said *Sarah Carrington*; and the said testatrix appointed her said daughter *Sarah Carrington*, and the said *Charles Corbett*, sole executors of her said will, who have duly proved the same in the Prerogative Court of Canterbury, as (relation being thereunto had) may appear; *And whereas* the said testatrix's whole estate, at the time of her death (exclusive of her jewels, household goods, and wearing apparel, given by her will to the said *Sarah Carrington*) consisted of five thousand pounds, in the capital or joint stock of annuities, at three pounds ten shillings *per centum per annum*, now reduced to three pounds *per centum per annum*, transferable at the Bank of England, and half a year's dividend

amongst the children equally, and in case they should all die before they were intitled, to transfer the same to the executors or administrators of her daughter, and of her will appointed her daughter and the obligee executors.

A recital of what the testatrix's estate consisted,

## Original Precedents

The obligee remitted monies to the daughter to discharge the testatrix's debts,

for which she hath not accounted.

The condition therefore is to indemnify the obligee from the obligor's application of such monies.

then due thereon, and some money in her own custody; *And whereas* the said Charles Corbett, at the request of the said James Carrington and Sarah his wife, sold out four hundred pounds, part of the said annuities, and out of the monies arising thereby, and the half year's dividend due on the said five thousand pounds annuities as aforesaid, hath discharged all the legacies given by the said testatrix's will, which are now become due and payable, and remitted the residue thereof, being —— pounds, to the said James Carrington and Sarah his wife, to discharge the said testatrix's debts and funeral expences; *And whereas* the said James Carrington and Sarah his wife, have not accounted for the money in the testatrix's custody at her death, alledging that the same was given by the said testatrix, before her death, to the said Sarah Carrington, her daughter, in the presence of several persons; nor for the —— pounds, so remitted to them by the said Charles Corbett as aforesaid, although the same was more than sufficient to pay the said testatrix's debts and funeral expences: Now THEREFORE the condition of the above written obligation is such, that if the above bound James Carrington, his heirs, executors, or administrators, do and shall from time to time and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnified, him the said Charles Corbett, his heirs, executors, and administrators, and his

his and their goods, chattels, lands, and tenements, of and from all actions, suits, costs, charges, damages, and expences whatsoever, which he they or any of them shall bear, pay, sustain, or be put unto, for or by reason or means of the said *James Carrington* and *Sarah his wife*, having applied and disposed of any part of the personal estate of the said testatrix *Sarah Stokes*, otherwise than by her said will is mentioned and declared, of and concerning the same, or for or by reason or means of his the said *Charles Corbett's* having acted as one of the executors of the said will, and intermeddled in the said testatrix's estate, or in anywise relating thereto,

THEN, &c.

And to indemnify the obligee from having acted as executor.

*The Condition of a Bond of Indemnity on suffering an Executor to retain Money in his Hands directed by the Will to be put out to Interest.*

No. XXIV.

K NOW ALL MEN, &c.

WHEREAS *Adrian Allan* late of, &c. (late husband of the above named) *Bella Allan* by his last will and testament in writing, bearing date on or about the — day of —, did (amongst divers other pecuniary legacies) give unto the said *Bella Allan* and to the above bound *John Free* (by the description, &c.) and

A will recited whereby the testator gave 5000 l. to his executors, in trust, to place the same out upon government securities, for the benefit of infants.

to

to the survivor of them, and to the executors and administrators of such survivor, the sum of five thousand pounds, upon trust, to place the same out upon government securities, and to pay and apply the interest and proceeds thereof for and towards the maintenance and education of all and every the children of his niece *Sarah Free* by her said husband *John Free*, in such shares and proportions as his said niece should direct, until her said children should attain their respective ages of twenty-one years; and then in trust to pay to the said children, and to the survivor or survivors of them, the said sum of five thousand pounds, or the produce thereof, at their respective ages of twenty-one years, equally between them, share and share alike; and of his said will, did constitute and appoint his said wife *Bella*, and his nephew-in-law *John Free* executrix and executor, as by the said will duly proved in the Prerogative Court of the Archbishop of Canterbury, relation being thereunto had, will appear: And whereas the said *Sarah Free* had, at the time the testator made his said will, and still hath, five children living by her said husband *John Free*; (that is to say) *A. B. C. D.* and *E.* all still under age; And whereas the said *John Free* and *Samuel Lee* have requested the said *Bella Allan* to permit the said *John Free* to retain in his hands, out of the said testator's estate, the said legacy of five thousand pounds, so given

One of the trustees hath been desired to permit the father of such children to retain in his hands the said legacy, which the trustee hath agreed to do on being indemnified.

to them the said *Bella Allan* and *John Free*, in trust for the children of the said *Sarah Free* by the said *John Free* as aforesaid, until they shall severally become intitled to receive their proportions of the same, which the said *Bella Allan* hath agreed to, on the said *John Free* and *Samuel Lee* indemnifying her therein, as herein-after is mentioned: Now THE CONDITION of this obligation is such, that if the above bound *John Free*, his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the said *A. B. C. D. and E.* children of the said *Sarah Free* by the said *John Free*, or to the survivors or survivor of them, the said legacy or sum of five thousand pounds, so given to the said *Bella Allan* and *John Free* by the said recited will, in trust for them as aforesaid, when, and as they shall respectively attain the age of twenty-one years, in the proportions, and according to the directions of the said recited will, and do and shall from time to time and at all times hereafter, well and sufficiently save harmless, and keep indemnified, the said *Bella Allan*, her heirs, executors, and administrators, and her and their goods and chattels, lands and tenements, of, from, and against all losses, costs, charges, damages, and expences which she or they shall or may bear, pay, sustain, or be put unto, for or by reason or means of the said legacy or sum of five thousand pounds, not being placed out upon security accord-

The condition is therefore to pay the 5000 £ to the children when they shall become intitled thereto under the will, and to indemnify the other trustee.

according to the directions contained in the said recited will, or for or by reason or means of any other matter, cause, or thing whatsoever relating to the said legacy : THEN, &c.

Approved by

Mr. Fogg.

No. XXV. *The Condition of a Bond on delivering Goods to a Broker to be disposed of.*

**K**NOW ALL MEN, &c.

The delivery of  
the goods recit-  
ed.

WHEREAS the above named *Paul Prince* and *Edmund Elkins*, assignees of a commission of bankruptcy awarded against *George Gerrard* of, &c. on the day of the date of the above written obligation, have delivered into the hands of the above bounden *Richard Rose*, several mercery goods, consisting of brocades, velvets, silks, and other goods, part of the estate late belonging to the said *George Gerrard*, of the value of eight thousand pounds, or thereabouts, to be by him sold by public sale forthwith for ready money. Now THE CONDITION of this obligation is such, that if the said *Richard Rose*, his executors or administrators, do and shall, within one month next ensuing the date of the above written obligation, return unto the said *Paul Prince* and *Edmund Elkins*, or either

The condition  
is to return the  
goods unsold,  
and pay the mo-  
nies arising from  
the sale of such  
as have been  
sold.

either of them, their, or either of their executors or administrators, all such of the said goods as shall then remain unfold (casualties happening by fire only excepted) and pay, or cause to be paid unto the said *Paul Prince* and *Edmund Elkins*, or either of them, their or either of their executors or administrators, all such sum and sums of money as shall arise by sale of such of the said goods as shall have been by him or them then sold: Then this obligation, &c.

T. W. W.

*The Condition of a Bond on a Person's being chosen  
Renter Warden of a Company.* No. XXVI.

**K**NOW ALL MEN by these presents, That we *John Jones* citizen and ——, of *London*, and *Jacob Jeffop* of, &c. and *Charles Crozier* of, &c. are held and firmly bound to *Philip Pride*, citizen and ——, of *London*, and *Stephen Street* also citizen and ——, of *London* (*the obligees are usually the two oldest members*) in, &c.

WHEREAS the above bound *John Jones* is chosen renter warden of the company of ——, *London*, by reason whereof he will receive into his custody divers and several sums of

## Original Precedents

of money, plate, goods, and chattels, of and belonging to the said company: Now THE CONDITION of the above written obligation is such, that if the said *John Jones*, his executors or administrators, at the end of his wardenship, or upon request to him or them in that behalf to be made, shall make, and give unto such auditor or auditors as on that behalf shall be appointed by the master, wardens, and assistants of the the said company for the time being, or the greater part of them, assembled in a court of assistants, a just and true account, in writing, of all such goods, chattels, money, plate, or other things as have or shall, during his said wardenship, come to his hands, custody, or charge, in right of his said office of warden, and shall upon the said account, pay and deliver over to the next renrer warden of the said company, all such plate, money, goods, chattels and moveables, as by the foot or balance of the said account shall appear to be due and belonging to the said company. THEN this obligation to be void, or else to be and remain in full force and virtue.

*Approved by Mr. RIVET on behalf of  
the Apothecaries Company.*

*The*

The Condition of a Bond on a Person's being im-  
powered to get in Debts.

No. XXVII.

K NOW ALL MEN, &c.

WHEREAS the above named *Arthur Andrews* and *Byran Bell*, assignees of a commission of bankruptcy awarded against *S. H.* of, &c. by their letter of attorney, bearing even date herewith, have, at the request of the above bound *John Collier* and *David Dell*, and on their promise of indemnity, constituted and appointed the above bound *Charles Crode* of, &c. jointly and severally, their true and lawful attorney and attorneys, for them and in their names, and for their sole use and benefit, in trust as therein is mentioned, to ask, demand, collect, and receive of and from all and every person and persons debtors to the estate of the said *S. H.* all sum and sums of money from them and every of them now due and owing to the estate of the said *S. H.* as in and by the said letter of attorney, relation being thereunto had, will appear. Now THE CONDITION of the above written obligation is such, that if the above bound *Charles Crode*, his executors and administrators, do and shall from time to time, and at all times hereafter, upon request deliver,

deliver, or cause to be delivered, unto the said *Arthur Andrews* and *Bryan Bell*, their executors, administrators, or assigns, a just and true account, in writing, of all sum and sums of money which he shall receive by virtue of the above recited letter of attorney, with the persons names of whom received, and for what; and also from time to time pay and deliver over unto the said *Arthur Andrews* and *Bryan Bell*, their executors, administrators, or assigns, or to such other person or persons as shall be thereto by them appointed, all such sum and sums of money, as upon such account or otherwise shall appear to have been received by him, or be remaining in his hands, without fraud or further delay. THEN this obligation, &c.

T. W. W.

**No. XXVIII:** *The Condition of a Bond for refunding a Legacy in case of Deficiency of Assets.—Settled by Mr. B. FILMER.*

## K NOW ALL MEN, &c.

A will recited,  
whereby divers  
legacies were  
given.

WHEREAS *Samuel Soames* late of, &c. deceased, son of the above named *Samuel Soames*, by his last will and testament, in writing, bearing date on or about the — day of —, did (amongst other things) give and bequeath unto the above bound *Richard Soames*, by the name

and description of his dear brother *Richard Soames*, the sum of five hundred pounds, and declared his will to be, that none of his legacies should charge or affect his real estate, but should be paid out of his personal estate only; and of his said will did nominate, constitute, and appoint the said *Samuel Soames*, his father, full and sole executor, as in and by the said will duly proved by the said executor, in the Prerogative Court of *Canterbury*, relation being thereunto had, may appear; *And whereas* the said *Samuel Soames*, the testator, by his said will bequeathed several other pecuniary legacies, amounting, together with the said five hundred pounds given to his brother *Richard Soames* as aforesaid, to the full sum of two thousand and eight hundred pounds; *And whereas* the said *Samuel Soames*, the father, alleges, that the personal estate of his late son, will not (as he verily believes) after payment of his debts, funeral expences, and the necessary charges incident to the said executorship, be near sufficient to pay the whole of the said pecuniary legacies, and he is doubtful whether all the debts owing by his said late son, at his death, are yet come to his knowledge, notwithstanding which he is desirous and willing to pay so much of the said legacies, as the personal estate of his said late son come to his hands will extend to satisfy and pay, being indemnified and saved harmless in so doing;

The legacies  
amount to  
2800l.

The executor is  
doubtful whe-  
ther the testa-  
tor's effects will  
be sufficient to  
pay, but is wil-  
ling to divide  
the same upon  
being indemni-  
fied.

## Original Precedents

The effects  
come to hand  
will extend only  
to the payment  
of one fifth part  
of the legacies.

The Condition  
from one of the  
legatees to re-  
fund in case of  
deficiency, and  
to indemnify  
the executor  
for paying.

*And whereas* the said *Samuel Soames*, the father, hath in his hands of the personal estate of his said late son sufficient to pay all the debts of the said testator, which have hitherto come to his knowledge, his funeral expences, and the necessary charges of his said executorship, to the date hereof, and a fifth part of the pecuniary legacies bequeathed by the said recited will, and hath, the day of the date hereof, at the request of the said *Richard Soames*, and on his promise of indemnity, paid unto him the said *Richard Soames* the sum of one hundred pounds, being a fifth part of the sum of five hundred pounds, given him by the said, in part, recited will as aforesaid : Now THE CONDITION of the above written obligation is such, that if the personal estate of the said *Samuel Soames*, deceased, shall not prove sufficient to pay the just debts and funeral expences of the said testator, and the necessary charges of the said executorship, and a fifth part of all the pecuniary legacies given by the said will ; then if the said *Richard Soames*, his heirs, executors, or administrators, do and shall within fourteen days next after notice thereof to him or them given in that behalf, repay to him the said *Samuel Soames*, his father, his executors, administrators, or assigns, the said sum of one hundred pounds so paid to him as aforesaid, or so much thereof as shall appear to be more than was coming due to him out of the personal estate

of the said *Samuel Soames*, deceased, in respect of the said legacy of five hundred pounds, given to him by the said recited will as aforesaid, in proportion to the other pecuniary legacies under the said will, and also do and shall from time to time, and at all times hereafter, save, defend, keep harmless, and indemnified the said *Samuel Soames*, his father, his executors and administrators, and the estate of the said *Samuel Soames*, deceased, of and from all costs, charges, damages, and expences that shall or may happen, or come to him or them, or the estate of the said *Samuel Soames*, deceased, for or by reason or means of his having paid the said *Richard Soames* the said sum of one hundred pounds in part of the said legacy as aforesaid, or any matter, cause, or thing relating thereto:

THEN, &c.

*The Condition of a Bond that a Person when of Age shall convey.* No. XXIX.

K NOW ALL MEN, &c.

WHEREAS *Thomas Smith*, late of, &c. deceased, by his last will and testament in writing, bearing date on or about the —— day of —— did amongst other things, give, devise, and bequeath,

S s 2 queath,

A will recited whereby premises were divided to two persons.

## Original Precedents

The obligee  
hath agreed to  
purchase the  
premises, but  
one of the devi-  
sees is under age,

queath, all that messuage or tenement, &c. then in the occupation of his brother *William Smith*, to be equally divided between his two sons *George Smith* and *Richard Smith*, their heirs and assigns, equally part and share alike; *And whereas* as the above named *John Green*, hath agreed with the said *George Smith* and *Richard Smith*, for the absolute purchase of the said messuage, or tenement, and premisses, devised to them as aforesaid, at and for the sum of —— pounds, but the said *Richard Smith*, not being yet of age, cannot join in conveying the same, to the said *John Green*; *And whereas* the said *John Green* hath at the request of the above bound *Robert Ray*, and on his promise and undertaking, that the said *Richard Smith* shall, when and so soon as he shall have attained the age of twenty-one years, at the costs and charges of the said *John Green*, convey and assure to the said *John Green*, his heirs and assigns his undivided moiety, or half part of the said messuage, or tenement and premisses, paid into the hands of the said *George Smith*, the whole of the said purchase money; and the said *George Smith*, hath by indenture of lease and release, the release bearing even date herewith, conveyed his undivided moiety or half part thereof to the said *John Green*, his heirs and assigns: Now THE CONDITION of this obligation is such, that if the said *Richard Smith*, do or shall, when and so soon as he shall have attained the said age of twenty-one years, at the costs and charges

wherefore the  
obligor enters  
into the obliga-  
tion that the  
infant shall,  
when of age,  
convey, and in  
the mean time  
to indemnify  
the obligee.

of the said *John Green*, convey and assure unto the said *John Green*, his heirs and assigns, by such deeds and conveyance as the counsel of the said *John Green* shall approve of, his undivided moiety or half part, of and in the said messuage, or tenement, and premises devised to him, and the said *George Smith* as aforesaid, and that without any consideration, to be paid him by the said *John Green* for so doing; And also, if and in case the said *Robert Ray*, his heirs, executors, or administrators, do and shall in the mean time, and until the said *Richard Smith*, shall have executed such conveyances as aforesaid, save, defend, keep harmless, and indemnified the said *John Green*, his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, and the said messuages, or tenements, and premises, so to be conveyed by the said *Richard Smith*, to the said *John Green*, as aforesaid, and the rents, issues, and profits thereof, of and from all claims and demands to be made thereto, by, or on the part and behalf of the said *Richard Smith*: THEN, &c.

Settled by Mr. B——

No. XXX.

*The Condition of a Bond to replace South-sea  
Annuities and repay the Dividends.*

**K**NOW ALL MEN, &c.

A recital of the transfer.

The conditions to replace the annuities,

WHEREAS the above named *Matthew Marmaduke*, hath, on or before the day of the date of the above written obligation, lent unto the above bound *Benjamin Marmaduke*, and transferred to him, or to some other person or persons by his order and direction, four hundred and twenty-five pounds, share or interest in the joint stock of new *South-sea annuities*, which the said *Benjamin Marmaduke* hath agreed to re-transfer to the said *Matthew Marmaduke*, on or before the 28th day of February next, and to answer and make good unto him the said *Matthew Marmaduke* all dividends, which in the mean time shall be made thereon; Now THE CONDITION of the above written obligation is such, that if the said *Benjamin Marmaduke*, his heirs, executors, or administrators, shall and do, at his and their own proper costs and charges, well and truly transfer, or cause, and procure to be transferred and replaced, unto and to the account of him the said *Matthew Marmaduke*, his executors or administrators, in the books of the governor and company of merchants

chants of Great Britain, trading to the South-seas, four hundred and twenty-five pounds like share or interest in the joint stock of new South sea annuities, on or before the 28th day of February next ensuing the date of the above written obligation; And likewise shall and do answer, pay, and make good unto him the said Matthew Marmaduke his executors or administrators, all dividends, interest, or produce which in the mean time shall or may be paid, made, or received, for or upon account of the said four hundred and twenty-five pounds new South-sea annuities, so lent by the said Matthew Marmaduke to the said Benjamin Marmaduke as aforesaid, or which he the said Matthew Marmaduke, his executors or administrators, could have received, or would have been intitled unto, in case the same four hundred and twenty-five pounds annuities had remained and continued standing in the books of the said governor and company, in the name and as the property of him the said Matthew Marmaduke, his executors or administrators, THEN, &c.

and repay the  
dividends.

T. W. W.

No. XXXI. *The Condition of a Bond for finding an Apprentice in Cloaths, Washing, and in case of Sickness Diet, &c. and for Fidelity.*

K NOW ALL MEN, &c.

WHEREAS *John Martin*, son of the above bound *Stephen Martin*, by his indenture of apprenticeship, bearing even date with the above written obligation, hath put himself apprentice to the above named *John Jones*, for the term of seven years, from the date thereof, as by the said indenture (relation being thereto had) may appear; And whereas the said *John Jones* accepted of the said *John Martin* as his apprentice, on his the said *Stephen Martin* agreeing to find and provide for the said *John Martin*, his son, all and all manner of wearing apparel, and washing during his said apprenticeship, and in case of sickness, proper diet, lodging, physick, attendance and advice: Now THE CONDITION of this obligation is such, that if the above bound *Stephen Martin*, his executors or administrators or any of them, do and shall from time to time, and at all times hereafter, during the apprenticeship of the said *John Martin*, at his and their own proper costs and charges, find and provide, or cause to be found and provided for him the said *John Martin*, all and all

all manner of wearing apparel whatsoever, and washing fit and convenient for the said *John Martin*, and in case the said *John Martin*, shall at any time or times during his said apprenticeship, be rendered incapable by sickness or otherwise, of performing his duty as an apprentice, do and shall as often and so long as the same shall happen and continue, at his and their own proper costs and charges, find and provide for the said *John Martin*, fit and convenient diet, lodging, physick, attendance, and advice, and thereof and therefrom, and from the covenants in the said *John Martin's* indenture of apprenticeship contained, relating thereto, do and shall save, keep harmless and indemnified, the said *John Jones*, his executors and administrators, and every of them; and also if the said *John Martin* at any time during his said apprenticeship, shall detain, consume, and imbezel, make away, or lend, without his said master's order or privity, any money, goods, wares, merchandizes, or other things appertaining to the said *John Jones*, his executors or administrators, do and shall always within ten days next after notice given to him or them in that behalf, make sufficient recompence, payment, and satisfaction to the said *John Jones*, his executors or administrators, of and for the same, THEN, &c.

T. W. W.

*The*

No. XXXII, *The Condition of a Bond not to make an Apprentice free.*

**K**NOW ALL MEN, &c.

The indenture  
of apprenticeship recited.

A recital that  
the apprentice  
hath quitted the  
master's service.

The condition.

WHEREAS (*here was recited the indenture of apprenticeship*). And whereas the above named master and wardens, at the instance and request of the above bound *Austin Ailer* on his alledging that the said C. D. hath quitted his service, and on his promise not to make him free, have on the day of the date hereof, permitted the said *Austin Ailer* to take another apprentice. Now THE CONDITION of this obligation is such that if the said *Austin Ailer* do or shall, at any time hereafter, take or admit the said C. D. into his house or service, or make or cause him to be made free of the said society of apothecaries, *London*, then and in either of the said cases, if the said *Austin Ailer*, his executors or administrators, do and shall, well and truly pay, or cause to be paid unto the said master wardens and society, the sum of —— pounds within ten days next after he shall so take the said C. D. into his house, or procure the said C. D. to be made free of the said company, or of the city of *London*, which ever shall first happen. THEN, &c.

*The*

*The Condition of a Bond for discharging an Apprentice before the expiration of his Apprenticeship.* No. XXXIII.

**K**NOW ALL MEN, &c.

WHEREAS Peter Silk, son of the abovenamed John Silk, by his indenture of apprenticeship, bearing even date herewith, hath put himself apprentice to the above bound James Jarrat to serve him as an apprentice from the date thereof, for and during the term of eight years, as in and by the said indenture, relation being thereunto had, will appear. And whereas previous to the execution of the said recited indenture of apprenticeship, it was agreed between the said James Jarrat and John Silk, that the said Peter Silk should be discharged from his said apprenticeship at the expiration of the first seven years of the said term of eight years. Now THE CONDITION of the above written obligation is such, that if the said James Jarrat, his executors or administrators do and shall at the expiration of the first seven years of the said apprenticeship term of eight years, release and discharge the said Peter Silk of and from his said service and apprenticeship and deliver him up the said indenture of apprenticeship

The indenture  
of apprenticeship recited.

The agreement  
to discharge be-  
fore the expi-  
ration of the  
term recited.

The conditions:

prenticeship to be cancelled, and do and shall permit and suffer the said Peter Silk peaceably and quietly to have and enjoy the remainder of his said apprenticeship term of eight years for his own benefit and advantage. THEN, &c.

*Approved by Mr. RIVET for the Apothecaries Company: with whom it is usual to bind for eight years.*

**No. XXXIV. The Condition of a bond for indemnifying a Person on discharging his Apprentice.**

**K NOW ALL MEN, &c.**

The apprenticeship indenture recited.

The apprentice discharged.

WHEREAS *Francis Horn*, son of the abovebound *John Horn* by his indenture of apprenticeship bearing date on or about the — day of — did put himself apprentice unto the above named *Edward Prime* to serve him as an apprentice for the space of eight years, from the date of the said indenture, as in and by the said indenture of apprenticeship, relation being thereunto had, may appear. And whereas the said *Edward Prime*, as well at the desire of the said *Francis Horn*, as with the consent and approbation of the said *John Horn*, and on his promise

promise of indemnity, hath discharged his apprentice of and from his service, and bath repaid unto the said John Horn the sum of — pounds part of the sum of — pounds by him had and received with his said apprentice, [the receipt of which said sum of — pounds, be the said John Horn doth hereby acknowledge. Now The condition.

THE CONDITION of this obligation is such, that if the above bounden John Horn, his heirs, executors, and administrators, or any of them, do and shall, from time to time, and at all times hereafter, save, defend, keep harmless and indemnified, the said Edward Prime his executors and administrators, and his and their goods and chattels, lands, and tenements of and from all and every the covenants in the said in part recited indenture of apprenticeship contained, and which on the part of the said Edward Prime his executors or administrators are or ought to be done and performed, and all action and actions, suit and suits both at law and in equity, costs, charges, damages, and expences whatsoever, which shall or may happen to him or them, for or by reason thereof, or for touching or concerning the said indenture of apprenticeship, or by reason or means of any sum or sums of money by him had and received with the said Francis Horn or for repayment thereof, or any wise relating to any of the said matters, THEN this obligation to be

These words are  
to be omitted if  
no money is re-  
turned.

be void, or else to remain in full force and virtue.

Approved also for the same Company.

No. XXXV.

*A Bond for a Journeyman's Fidelity.*

**K**NOW ALL MEN, &c.

THE CONDITION of this obligation is such, that if the above bound *William Wills* do and shall during his continuance in the place and degree of a journeyman, to them the said *Henry Hare* and *Joseph Jury* carefully and diligently employ himself, and use his best endeavours in the said office and degree, and do once every week weekly (or oftener if thereto required) during his continuance therein, make up and give unto them the said *Henry Hare* and *Joseph Jury*, their executors, administrators or assigns, a true, just and perfect account in writing, at the messuage or tenement of them the said *Henry Hare* and *Joseph Jury*, situate in *Cheapside, London* aforesaid, of all such sum and sums of money, goods and commodities, of or belonging to them the said *Henry Hare* and *Joseph Jury*, which by any ways or means whatsoever, shall come to the hands, charge, custody, or possession of him the said *William Wills*,

and

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said, f  
*Hare a*  
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of any  
further  
depart  
*Hare a*  
strators  
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*Henry I*  
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rearage  
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*Joseph J*  
assigns  
tion to  
and virt

and likewise do and shall from week to week on the *Monday* in every week, weekly or oftener if thereto required, at the place aforesaid, satisfy and pay unto them the said *Henry Hare* and *Joseph Jury*, their executors, administrators, or assigns, all such sum and sums of money due or any ways belonging unto them the said *Henry Hare* and *Joseph Jury*, their executors, administrators or assigns, which he the said *William Wills* shall have received of any person or persons whatsoever; and further, if the said *William Wills*, shall not depart from the service of them the said *Henry Hare* and *Joseph Jury*, their executors, administrators, or assigns before such payment and satisfaction shall be made and given by him the said *William Wills* unto them the said *Henry Hare* and *Joseph Jury*, their executors, administrators or assigns, of all such goods arrearages, debts, sum and sums of money in which he the said *William Wills* shall be found to be indebted unto them the said *Henry Hare* and *Joseph Jury* their executors, administrators or assigns or any of them. THEN this obligation to be void, or else to remain in full force and virtue.

T. W. W.

*The*

No. XXXVI. *The Condition of a Bond for a Clerk's Fidelity.*

**K**NOW ALL MEN, &c.

WHEREAS the above named *Adrian Archer* hath taken and received the above bound *Bartholomew Bransby* into his service to be one of his clerks to collect receive and get in money for him, and to do all other things in his power incident to the business of a — clerk. Now THE CONDITION of this obligation is such, that if the said *Bartholomew Bransby* do not or shall not at all times hereafter, from time to time, during so long time as he the said *Bartholomew Bransby* shall continue and be employed in the service of the sajd *Adrian Archer* as his clerk or servant well faithfully and truly serve the said *Adrian Archer* his master without consuming, wasting, embezling, losing, mispending, misapplying, or unlawfully making away with any of the monies, goods, chattels, wares, merchandizes, or effects whatsoever, of the said *Adrian Archer* his master or of any other person or persons whatsoever, for which he the said *Adrian Archer*, his heirs, executors, or administrators shall or may by any law, custom, or usage whatsoever be any ways answerable or responsible, which shall be committed

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VOL. II.

mitted to his the said *Bransby's* charge, care, custody, or keeping, by reason or means of his said service, or being clerk as aforesaid; and if the said *Bartholomew Bransby* shall at any time during the time of his being clerk or servant to the said *Adrian Archer*, his executors or administrators, neglect or refuse to account with him the said *Adrian Archer*, his executors, administrators, or assigns weekly or oftener, if thereunto required by the said *Adrian Archer*, his executors or administrators, by reasonable notice in writing under his or their hands, for that purpose to be given to or left for him the said *Bartholomew Bransby*, at his house or usual place of abode or habitation; then if the said *Bartholomew Bransby* and *Edward Ensor*, or either of them, their or either of their heirs, executors, or administrators, or any of them do and shall (within three months next after due proof thereof, either by the confession of the said *Bartholomew Bransby*, or otherwise howsoever, and notice or warning thereof given or left, at or in the dwelling house, habitation, or place of residence of them the said *Bartholomew Bransby*, and *Edward Ensor*, or either of them, or either of their heirs, executors, or administrators, in writing or otherwise,) make good and sufficient recompence, satisfaction, and payment, unto the said *Adrian Archer*, his executors, administra-

tors, or assigns, for the said monies, goods, chattels, wares, merchandizes, or effects of him the said *Adrian Archer*, so lost, wasted, mispent, or misapplied as aforesaid, and also for all such loss, damage, or charge as he the said *Adrian Archer*, his executors or administrators shall suffer, sustain and be put unto, for or by reason or means of his the said *Bartholomew Bransby*'s neglecting or refusing to account as aforesaid, **THEN, &c.**

T. W. W.

**No. XXXVII. The Condition of an Arbitration Bond.—By Mr. WESTON.**

BOND from *Richard Wiggs*,  
the younger, of *Leeds*, in  
the county of *York*, to *Robert Ray*, of *Hatton Garden*,  
in the county of *Middlesex*, esq;  
in 3000*l.*

*et vice versa.*

WHEREAS the above named *Robert Ray*, as executor of the last will and testament of his late brother *Edward Ray*, esquire; serjeant at law, deceased, in or about *Trinity Term 17—*  
exhibited his bill of complaint in the high court

court of Chancery, against the above bounden *Richard Wigg, W. S. R. D.* and others, defendants thereto, thereby praying that the said *Richard Wigg* might be decreed to pay to the said *Robert Ray*, one sixth part or share of the sum of eleven thousand one hundred pounds, being the purchase money of divers real and leasehold estates, late of *J. H.* esquire, deceased, which were, on or about the 25th day of *April 17—*, sold before *Henry Montague*, esquire, one of the masters of the said court, pursuant to a decree, in a cause wherein *B. D.* was plaintiff, and the said *R. D.* and others were defendants, (and of which estates the said *Richard Wigg* afterwards became the purchaser) after a deduction thereout, of the sum of one thousand and twenty-six pounds four shillings and sixpence, allowed to the said *B. D.* and *R. D.* and the rest of the parties in the said last mentioned suit for their costs therein, and of an abatement of a further sum of six hundred pounds, in the said bill mentioned to have been agreed to be made to the said *Richard Wigg*, by an agreement dated the 5th of *February 1752*, which share or proportion of the said sum of eleven thousand one hundred pounds (after such deductions should be made thereout as aforesaid) including his said testator's costs, the said *Robert Ray*, computed at one thousand six hundred and sixteen pounds ten shillings and eleven pence, and that the said *W. S.* might account with the said *Robert*

T t 2

Ray,

*Ray*, for the rents, fines, and other profits, of the purchased estates, and all arrears due at *Michaelmas 17—*, and *Lady-day 17—*, and also for the rents, fines, and other profits and arrears which had since accrued due, and in case any loss had happened by his wilful default and negligence, that he might make satisfaction for the same; and that in case the said *Richard Wigg* had intermeddled with the receipt of the said rents, fines, and other profits, that he might account with the said *Robert Ray* for the same, and that the said *Robert Ray* might be paid his full sixth part and share of the rents, fines, and other profits, and of the arrears which were due from the said estates, at *Michaelmas 17—*, and *Lady-day 17—*, and which had since accrued or which should grow due until such time as the said *Robert Ray* should be paid his share of the purchase money, or that the said *Richard Wigg* might pay to the said *Robert Ray* interest for his share of the purchase money, in lieu of the said rents and profits, from either of the said times to which the said *Robert Ray* should be paid his share thereof, and that the said *Robert Ray* might be farther relieved, to which bill all the defendants appeared; and (except the late defendants *S. B.* and *B. D.* both since deceased) put in their respective answers thereto; and the said cause being revived against the representatives of the said *S. B.* and *B. D.* and they having also answered; and the same cause being at if-

sue, witnesses were examined and publication duly passed therein; And whereas the above bound *Richard Wigg*, and the above named *Robert Ray*, in order to prevent all further contest, controversy, litigation, and disputes whatsoever, concerning the several matters in question between them, and that a short and final end and determination may be put to the said suit, and to any doubt, question, contest, or dispute which might arise in respect to the costs of the several parties to the said suit or any of them, have agreed, and do hereby respectively refer and submit themselves, and the said suit, controversy, and dispute, and all other suits, controversies, and differences, and disputes whatsoever therein arising or now depending, subsisting, unsettled, and undetermined between them, and also by whom and in what manner the costs of all the parties to the said suit are or ought respectively to be paid, to the consideration, judgment, arbitrament, and final determination, and award of *Robert Harpur*, of *Lincoln's Inn*, in the county of *Middlesex*, esquire, and *Stephen Comyn*, of the same place, esquire; or in case they shall happen to differ about the same, or shall not make their award in writing, under their hands and seals, ready to be delivered to the said parties submitting thereto, or such of them as shall desire the same, on or before the —— day of —— now next ensuing; then and in that case the above bounden *Richard Wigg*, and the

above named *Robert Ray*, have agreed and do hereby respectively refer and submit the said suit and controversy, and all other matters in question or dispute between them, and also the costs of the said suit as aforesaid, to the consideration, judgment, arbitrament, and final determination and award of them the said *Robert Harpur* and *Stephen Comyn*, and any third indifferent person, that they the said *Robert Harpur* and *Stephen Comyn*, either previous to or after their entering upon the consideration of the matters in question, shall for that purpose think proper to name; the arbitrament, final determination, and award of which three persons or any two of them shall be finally conclusive and binding to the above bounden *Richard Wigg*, and the above named *Robert Ray*; And whereas the above bound *Richard Wigg*, and the above named *Robert Ray*, have agreed and do hereby respectively agree that the above reference and submission shall in pursuance of an act of parliament made in the ninth and tenth years of the reign of his late majesty, *William the Third*, entitled "An act for determining differences by arbitration" be made, an order of the high court of Chancery, if the said court shall so please to order, and that either of the said parties submitting shall be at liberty to apply to the said court for the same, and to instruct counsel to consent thereto for the other of them;

them; Now THE CONDITION of the above written obligation is such, That if the said *Richard Wigg*, his heirs, executors, and administrators, on his or their respective parts and behalfs, do and shall well and truly stand to, abide, perform, fulfil, and keep the order, arbitrament, final determinations, and award of them the said *Robert Harpur* and *Stephen Comyn*, arbitrators, indifferently named and chosen, as well on the behalf of the above bounden *Richard Wigg*, as of the above named *Robert Ray*, to adjudge, arbitrate, determine, order and award, of and concerning the aforementioned suit and controversy now depending between the above bounden *Richard Wigg*, and the above named *Robert Ray*, and all other suits, controversies, differences and disputes whatsoever, therein arising or now depending, subsisting, unsettled, and undetermined between them; and also by whom and in what manner the costs of all the parties to the said suit, are or ought to be paid, so as the said arbitrators do make such their order, arbitrament, final determination, and award in writing, under their hands and seals, and ready to be delivered to the said parties submitting thereto, or such of them as shall require the same, on or before the — day of — next ensuing the date of the above written obligation, and in case it shall happen that the said *Robert Harpur* and *Stephen Comyn*, shall differ about the

same, or shall not make their award in writing under their hands and seals, ready to be delivered to the said parties, or to such of them as shall require the same, on or before the said —— day of —— now next ensuing; then if the above bounden *Richard Wigg*, his heirs, executors, and administrators, on his and their respective parts and behalves, do and shall well and truly stand to, abide, perform, fulfil, and keep, the order, arbitrament, final determination and award of them the said *Robert Harpur* and *Stepben Comyn*, and such other third person as they the said *Robert Harpur* and *Stepben Comyn*, shall for that purpose think proper to name, or of any two of them, so as they, or any two of them, do make such their order, arbitrament, final determination, and award in writing under their hands and seals, and ready to be delivered to the said parties submitting, or such of them as shall require the same, on or before the —— day of —— next ensuing the date of the above written obligation; then the above written obligation shall be void and of none effect, or otherwise shall be and remain in its full force and virtue.

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No. XVI.

*Cases in respect to Bonds.*

No. I.

*Whether a surviving Partner may apply Monies which he received from Debtors abroad, with Notice that a Stranger had a third Concern therein, may apply such third Part to the Payment of a Debt due from the Debtors to a former Partner, the Stranger having neglected to draw for, or claim his third Share for several Years. \**

**I**N the years 1754 and 55, *T. and P.* iron-mongers and partners in London, supplied *J. G.* of Barbadoes, with several parcels of goods, to the amount of two thousand five hundred and two pounds eleven shillings and five pence; and also lent him seventy-five pounds six shillings and three pence in money, for payment of which seventy five pounds six shillings and three pence, with lawful interest, he became bound to them, by a bond dated 1st January 1755, and *G. G.* of Barbadoes (brother of the said *J. G.*) during the same time consigned several hogsheads of sugar to *T. and P.* who paid more money to his order than the net proceeds of the sugars amounted to, so that he became indebted to them in two hundred and twenty pounds eleven shillings and one penny.

\* This case was stated for the opinion of counsel before the bond No. XVI. was drawn.

## Original Precedents

In April 1756 *P.* died, on whose death the whole effects in partnership devolved to *Y.* the surviving partner, pursuant to the articles of partnership, and *P.*'s executor was paid so much money as his share thereof amounted to, according to the last adjustment before his death.

After *P.*'s decease, *Y.* carried on the trade of an ironmonger by himself, and in May following paid one hundred and fifty pounds more to the order of *G. G.* so that there was then due from *G. G.* to *Y.* in his own right, and as surviving partner of *P.* three hundred and seventy pounds eleven shillings and one penny.

*28 July, 1756.*

*Y.* entered into partnership with *W.* and *S.* when an account was taken of his stock in trade (exclusive of debts, which were to remain *Y.*'s sole property), and *W.* and *S.* paid him their several proportions thereof, and during this partnership said *J. G.* became indebted thereto in five hundred and forty-eight pounds nine shillings and five pence, *G. G.* in one hundred and ten pounds eight shillings and eight pence, and *J.* and *G. G.* on their joint account in two hundred and thirty-eight pounds and fifteen shillings.

*In 1757.*

*Y. W.* and *S.* received letters signed *J.* and *G. G.* and one of them *J.* and *G. G.* and Co. inclosing bills to the amount of four thousand and five hundred pounds, drawn by *J. S.* (who, the letters say had a third concern in the effects

for

for which the bills were drawn, but was an entire stranger to *T. W.* and *S.*) on *W. C.* of *Amsterdam*, payable to *J. G.* and Co. and indorsed by *J. G.* himself, *J. G.* and Co. which letters mentioned that *J. G.* in his own name only had or would draw on *T. W.* and *S.* for the amount of said bills, and *J. G.* accordingly drew bills on *T. W.* and *S.* for the same, before any part of the money was received, which they therefore refused to pay.

*T.* died insolvent, and his widow and executrix, by virtue of a power contained in the articles of copartnership, continued in the trade for the benefit of his estate, until the 22d of April following, when an account was taken of the estate in partnership, and both *T.*'s widow and *S.* relinquished their shares thereof to *W.* on his agreeing to discharge the debts owing by the partnership, and to pay *T.*'s executrix and *S.* their several portions of the residue of the partnership estate, as the debts owing thereto should be got in.

7th Jan. 1758.

*T. W.* and *S.* before the decease of *T.* received of *W. C.* of *Amsterdam* two thousand five hundred and thirty-three pounds nine shillings and four pence, in part of the bills drawn on him by *J. S.* and also four hundred and seventy-nine pounds eighteen shillings and seven pence, for the net proceeds of sugar consigned by *J. and G. G.* and Co. (without mentioning who was meant by Co.) to *T. W.* and *S.* and

## Original Precedents

S. and since Y.'s widow and S. quitting the trade W. hath received six hundred and eighty-six pounds one shilling and two pence more on account of the said bills, so that there is now in his hands three thousand six hundred and ninety-nine pounds nine shillings and one penny.

Both J. G. and G. G. have some time since stopt payment, but no demand hath yet been made on W. for any part of the three thousand six hundred and ninety-nine pounds nine shillings and one penny, although the last sum he received was so long ago as 1st June 1760, neither has he heard from any of them since; and therefore is desirous of applying the money in his hands in discharge of the debts, jointly and severally owing by J. G. and G. G. to the partnership estate of Y. W. and S. and the residue towards satisfying the debts severally owing to Y.'s representative, but W. is advised, as he had full notice, that J. S. had a third concern in the effects for which those bills were drawn, he cannot safely apply any part of J. S.'s interest or share in the money received, to any other purpose than according to J. S.'s particular direction, and will, in a court of equity, be considered as a trustee for J. S. *quoad* his share thereof; although, for conveniency sake, the bills were drawn by J. S. in favour of J. G. and Co. and indorsed in that manner: and with regard to the other two thirds, or shares,

belong-

belonging to *J. G.* and *G. G.* which seem to be liable in the hands of *W.* to his demands as surviving partner of *Y.* and *S.* both upon *J. G.* and *G. G.* jointly and severally; yet he is doubtful, whether he can apply them in that manner, and if he can safely pay the surplus money to the representative of *Y.* towards discharging the debts severally owing his estate by *J. G.* and *G. G.* or such surplus ought to remain in *W.*'s hands till demanded by *J. G.* and *G. G.* or other persons in their right justly intitled thereto.

Qu. Whether *W.* can apply, any and what part of the three thousand six hundred and ninety-nine pounds nine shillings and one penny in his hands, in discharge of the debts jointly and separately owing by the said *J. G.* and *G. G.* to the partnership estate of *Y. W.* and *S.* as aforesaid? And can he, with safety now, or at any other and what time, pay any and what part of the surplus money to the representative of *Y.* towards discharging the debts separately owing by them to his estate? And if the money should be recovered of *W.*

will

will he be answerable for any, and what interest for the same, and for what time? And please to advise *W.* how to act in this affair.

“ Ans. I think *W.* may apply so much of the three thousand six hundred and ninety-nine pounds nine shillings and one penny, as will be sufficient to discharge the debts of *J. G.* and *G. G.* due to the partnership estate of *T. W.* and *S.*

“ But I think if *W.* ventures to pay over any part of the money to the representatives of *T.* on account of the debts owing to such representatives, he must do it at his peril, for if such debt should hereafter be disputed by *J. G.* or *G. G.* or it should appear such debt has been paid or discharged, the payment by *W.* will not be justifiable.

“ If no demand has been made of this money, I do not see how *W.* can in anywise be charged with interest for the same; but if any interest should be recovered, it will be from the time the money was received.

“ This is the best opinion I can give upon the above case, which is attended with strange and particular circumstances, and the negligence of *J. G.* and *G. G.* is not to be accounted for or guessed at as to their making no enquiry after the money.

“ But

" But if there is any reason to suppose a mistake or misapprehension in the course of the business, or if J. G. and G. G. be dead, or their affairs be put into the hands of trustees, or other persons, who may be supposed not to know of this transaction, I think it would be prudent and adviseable for W. to give notice to such persons of so large a sum of money being in his hands.

" Though the law does not require this in strictness according to the circumstance of the above case, yet I recommend it in point of discretion; for I cannot help supposing that some mistake has happened, or that there is some transaction (most likely unknown to W.) which is not above stated.

" SAMUEL COX."

" These bills being remitted for the special purpose of answering other bills to be drawn upon Y. W. and S. I am of opinion the money received, cannot with absolute safety, be appropriated to the discharge of the several debts owing by J. G. and G. G. the most that could in such case be done, supposing the bills remitted on the joint account of J. G. and G. G. would be to discharge the joint debt; but supposing them to be remitted by J. G. alone, and on his separate account, then it would be unjust to retain more than sufficient to satisfy his separate rate

## Original Precedents

" rate demand; but as both *J. G.* and *G. G.*  
 " have stopt payment, and consequently the  
 " partnership dissolved, perhaps a court of  
 " equity would protect *W.* in applying part of  
 " the money to the discharge of the debts,  
 " yet I can by no means advise *W.* to run this  
 " risque if he chuses to pay the debts; I would  
 " recommend it to him to take security for  
 " his reimbursement and indemnity, should he  
 " be afterwards called upon and forced to  
 " pay the money to *J. G.* and *G. G.* If he  
 " makes no interest of the money, I think he  
 " will not be answerable for any.

JA. WALLACE.

" I am of opinion Mr. *White* may out of the  
 " money consigned by *J. G.* and *G. G.* now re-  
 " maining in his hands, safely pay and dis-  
 " charge the debts by them owing to the estate  
 " of Mr. *Yalden* and to the partnership between  
 " *Yalden*, *White*, and *Smith*, but when he has  
 " so done, he cannot justify paying the bal-  
 " lance that shall remain in his hands, to the  
 " representative of Mr. *Yalden*, or to any other  
 " person, but such as shall legally represent or  
 " actually be assignees of *J. G.* and *G. G.* who  
 " remitted the three thousand six hundred  
 " and ninety-nine pounds nine shillings and  
 " one penny.

" W M. RIVET."

Its

" Its said there will be no balance left, and  
" therefore I think Mr. *White* may first pay his  
" own debt, and the residue to *Talden's* repre-  
" sentative.

" WM. RIVET."

" I am of opinion that *W.* may apply two-  
" third parts of the three thousand six hun-  
" dred and ninety-nine pounds nine shillings  
" and one penny in his hands in discharge  
" of the debts jointly and separately ow-  
" ing by the said *J. G.* and *G. G.* to the  
" partnership estate of *T. W.* and *S.* And I  
" conceive he may apply any surplus remain-  
" ing in his hands of such two-third parts of  
" the said three thousand six hundred and nine-  
" ty-nine pounds nine shillings and one penny  
" towards discharging the debts separately ow-  
" ing by *J. G.* and *G. G.* to the estate of *T.*  
" But in case of such payment, I think it would  
" be adviseable for *W.* to take a security from  
" the representative of *T.* for refunding in  
" case *W.* should be held liable to pay the  
" same in any other way. If the money should  
" be recovered of *W.* I think he will be liable  
" to pay interest for what shall be so recover-  
" ed, in case it shall appear he has made in-  
" terest thereof, and not otherwise: and at such  
" rate and from such time as he shall appear  
" to have made interest with respect to one  
" third part of the said three thousand six  
" hundred and ninety-nine pounds nine shil-

"lings and one penny. As *W.* had notice of  
 "J. S.'s interest therein, I conceive he ought  
 "to be considered as a trustee for J. S. for  
 "that third, and will be liable to pay that  
 "third when called upon by J. S. together with  
 "such interest or improvement of such third  
 "as he may have made; but if the same has  
 "laid dead, I think *W.* will not be charge-  
 "able with any interest for the same."

" R. PERRYN."

" The bills for four thousand five hundred  
 " pounds were remitted to the partnership with  
 " notice that J. S. was concerned therein one  
 " third, and J. G. would draw on the partner-  
 " ship for the amount: so that such bills were  
 " not intended to be applied towards payment  
 " of what was due to the partnership, but in-  
 " stead thereof J. G. drew bills on the part-  
 " nership for the same, but being before any  
 " money was received on the bills drawn on  
 " *W. C.* such bills of J. G. were refused to be  
 " paid. The partnership of *W.* have since re-  
 " ceived to the amount of three thousand six  
 " hundred and ninety-nine pounds nine shil-  
 " lings and one penny, and the greatest part  
 " of it eight years ago, and no demand ever  
 " made, either by J. G. G. G. or J. S. and as  
 " a greater sum was due to the old and new  
 " partnership, I think *W.* may apply so much  
 " of it in discharge of the debts, jointly and  
 " separately owing by J. G. and G. G. to the

" partnership

" partnership estate of *Z. W.* and *S.* and  
" the surplus to the representative of *Z.* to-  
" wards discharging the debt separately owing  
" by them to her estate. And as it is most  
" likely this money has been made some use  
" of by *W.* in his trade, I think he will be  
" answerable for interest at four *per cent.* for  
" such time as he hath made any advantage  
" of the money. But as this is a large sum of  
" money, I think it adviseable for the repre-  
" sentative of *Z.* and *S.* to bring an amicable  
" bill against *W.* and hear the cause by con-  
" sent, and then *W.* will be indemnified by the  
" court.

" STE. COMYN."

" In a case thus circumstanced, it is impos-  
" sible for *W.* to secure himself against the  
" hazard of a suit till something can be done  
" with the money; the safest way is to place it  
" out at interest with the consent of such par-  
" ties who are at hand, or else to place it in  
" the bank of *England*. If he keeps it himself,  
" it is probable that hereafter he will be charg-  
" ed with interest. In the mean time the ne-  
" cessary inquiries should be made after *J. S.*  
" and the partnership of *J. G.* or such as stand  
" in their respective places. As to the sums of  
" two thousand five hundred and thirty-three  
" pounds nine shillings and four pence, and six  
" hundred and eighty-six pounds one shilling  
" and three pence, I do not see, but that *W.*

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" may

“ may apply two thirds in discharge of the joint debts of J. G. and G. G. and after that, apply the moieties of J. G. and G. G. in paying their respective demands thereout and the surplus to Y. executrix, and to S. The four hundred and seventy-nine pounds eighteen shillings and seven pence is in like manner applicable in thirds; and the third belonging to the supposed partner and J. S. should be kept for him, but it would be safer to get some intelligence who he is.”

W.M. DE GREY.

“ I am of opinion, that W. may apply the money received on account of the bills indorsed by J. G. first to pay the debts due to the partnership estate of Y. W. and S. next to satisfy what was due to Y. (one of those partners) on his separate account.

“ As to J. S.’s claim, I think it is a question merely between him as drawer of the bill, and J. G. the payee and indorser who has indorsed them in payment to Y. W. and S. upon the general account of their partnership and separate dealings with him. I do not see upon what ground J. S. can demand any part of the money received for these bills from W. But if W. apprehends that he shall be involved in trouble, he may bring an interpleading bill, and make such persons defendants to it, whose claims he fears.

“ C. YORK.”

Whether

*Whether a Bond for preserving Secrecy as to a Person procuring a Place for one of the Obligors, will be valid.*

No. II.

**B**OND from *A. B.* and *M. D.* to *S. B.* Penalty 1000*l.* wherein the obligors only are proposed to be jointly and separately bound and not their heirs, executors, and administrators.

WHEREAS the above bound *A. B.* being desirous to become a — — — upon the list of half pay officers in his majesty's — — — hath for that purpose applied to the above named *S. B.* to make application to his friends and acquaintances, and to use his utmost endeavours to get him the said *A. B.* rated as — — — upon the list of half-pay officers as aforesaid; And whereas the said *S. B.* hath upon the earnest solicitation of the said *A. B.* procured him the said *M. B.* to be entered upon the aforesaid list of half-pay officers: And whereas it is desired of the said *A. B.* by the said *S. B.* and their true intent and meaning is, that neither the name of the said *S. B.* or of *N. O.* of — — — — or any or either of them, or any of the friends or acquaintance of the said *S. B.* to whom he hath applied on the occasion, should at any time or

U u 3 times

times hereafter, be mentioned or made known to any person or persons whatsoever, directly or indirectly, as being any ways instrumental in so procuring the said *A. B.* to be a ————— in the list of half-pay officers in his majesty's ————— as aforesaid, and more particularly that the said *S. B.* and *N. O.* or either of them should not in any manner or upon any occasion or for any cause or reason whatsoever, be named, mentioned, or declared to have been any ways instrumental in so procuring the said *A. B.* to be so preferred as aforesaid, but that their and each of their names should continue and be a profound secret; Now THE CONDITION of this obligation is such, that if the said *A. B.* and *M. D.* and each and every of them do and shall from time to time and at all times hereafter, forbear speaking, declaring, publishing or making known, directly or indirectly, to any person or persons whomsoever, that the said *S. B.* and *N. O.* or either of them, their or either of their friends or acquaintance, or any other person or persons whatsoever, did at the instance or request of the said *S. B.* and *N. O.* or either of them, procure or cause to be procured, directly or indirectly the said *A. B.* to be entered upon the list of half-pay officers in his majesty's ————— as aforesaid, THEN, &c.

Qu. If *M. D.* enters into the before mentioned bond, together with

with and on the behalf of his friend *A. B.* and a breach should be made in the condition thereof, whether an action can be maintained thereon, as the transaction which is the occasion thereof appears unfair, and if it may, what damages can *S. B.* recover thereon? and please to advise *M. D.* if it will be prudent for him to enter into this bond, considering the risque he will run, and the small benefit that will accrue therefrom to his friend.

I am of opinion the above bond is a bad bond, and such as no action can lie thereon, even should the condition be broken hereafter, I mean in case the entry of the said *A. B.* upon the list of half-pay is of itself illegal or fraudulent.

But I think the executors or administrators of either of the obligees (though not the heirs) will be as much bound by the bond though not named as the obligors themselves.

T. WARREN.

No. III. *How the Surety in a Bond must proceed to recover a Proportion of the Principal Money from the other Parties, upon being sued.*

K NOW ALL MEN by these presents, that we *W.D. of, &c. P.F. of, &c. M.D. P. of, &c.* are held and firmly bound to *C.D. of, &c.* in *1000 l.* of lawful money of *Great Britain*, to be paid to the said *C.D.* or his certain attorney, executors, administrators, or assigns, for which payment to be well and truly made, we bind ourselves jointly and severally, and our joint and several heirs, executors, and administrators, and every of them firmly by these presents, sealed with our seals, dated the *13th February*, in the fifth year of the reign of our sovereign lord *George the Third*, by the grace of God, of *Great Britain, France, and Ireland*, king, defender of the faith, &c. and in the year of our Lord, *17—*.

WHEREAS

WHEREAS the above named *C. D.* hath on the day of the date above written obligation, lent unto the above bound *W. D. P. F.* and *M. D. P.* the sum of five hundred pounds, upon the goods, merchandize, and effects laden and to be laden by the said *W. D.* or on his account, on board the good ship or vessel called *The G.* now riding at anchor in the river *Thames*, outward bound, in the *East India Company's* service, and whereof *P. F.* is commander, and the said *W. D.* is purser, and the said goods, merchandize, and effects, upon which the said five hundred pounds is lent, he the said *W. D.* doth, hereby covenant and agree, are or shall be of the value of five hundred pounds or upwards, at prime cost; Now THE CONDITION of the above written obligation is such, that if the said ship do and shall with all convenient speed, proceed and sail directly out of the said river *Thames*, upon a voyage, to any port or place, port or places in the *East Indies*, *China*, and *Perſia* or elsewhere, beyond the *Cape of Good Hope*, and from thence, do and shall return and come directly back to the port of *London*, at or before the end and expiration of thirty-six calendar months, to be accounted from the day of the date above written, and that without deviation, there to end her said intended voyage (the dangers of the seas excepted) and if the said *W. D.* and the above bound *P. F.* and *M. D. P.* or either of them

their

A certain day  
for payment.

their or either of their heirs, executors, or administrators, do and shall within thirty days next after the said ship's return to the said port of London, from the said intended voyage, or at and upon the end and expiration of the said thirty-six months, to be accounted as aforesaid (which of the said times shall first and next happen) well and truly pay or cause to be paid unto the said C.D. his executors, administrators, or assigns, the full sum of — pounds of lawful money of Great Britain, together with — pounds, of like lawful money per month for each and every month that shall be elapsed and run out, of the said thirty-six months, over and above — months, and so proportionably for any greater or less time than a month, or if in the said voyage, and within the said thirty-six months, an utter loss of the said ship by fire, enemies, men of war, or any other casualties shall unavoidably happen, (which God forbid) and if the said W.D. P.F. and M.D.P. or either of them, their or either of their heirs, executors, or administrators do and shall, within six months after such loss, in case such loss shall happen, well and truly account for, (upon oath if required) and pay unto the said C.D. his executors, administrators, or assigns, a just and proportionable average on all the goods and effects of the said W.D. P.F. and M.D.P. or either of them, which were put on board the said ship before her sailing out of the said river

river *Thames*, and the net proceeds thereof, and all other goods and effects which they or either of them shall acquire during the said voyage, by reason of such goods, merchandize, and effects which shall not be so unavoidably lost,  
*THEN, &c.*

*W.D.* for whose use the money secured by the above bond, was borrowed, has paid two hundred and fifty pounds, in part thereof, but it is feared will not be able to pay any more and *M.D.P.* one of the securities absolutely refuses to contribute towards payment of the remainder, so that *P.F.* the other security, is apprehensive he will be obliged to pay the whole as *C.D.* now demands it of him.

*Qu.* Whether *P.F.* will not be obliged to pay the whole of the money remaining due on the above bond, with interest, and after what rate? And if so will it not be adviseable for him to get a friend to pay the money and take an assignment of the bond, in order to recover either the whole or a proportion of the money from *M.D.P.* or how otherwise would you advise *P.F.* to act in this affair?

The

The several obligors in the above stated bond having jointly and severally concurred therein, the ship being safely returned, the obligee having run and stood to the risque and hazard of the voyage, and bottomry bonds having their primary institution in favour and for the benefit and promotion of trade and commerce, I am of opinion that each of the obligors is liable to pay the whole of the money remaining due, and secured by the above bond with lawful interest for the same from the time of the breach and non-performance of the condition. But I should think it adviseable if it can be effected, for Mr. P. F. to prevail upon the obligee to bring his action and obtain judgment upon the bond against all the obligors, by which means he will have it in his power (in case of inability in the principal) to adjust and equalize the sufferings of the two sureties in such form and manner as shall appear to him to be just and equitable. But if the end cannot be attained or accomplished in that way and mode, then the method pointed out by the query of assigning the interest in the bond to a stranger, who advances the money with power of suit in the name of the obligee will be proper to be pursued, and in that case, care must be taken that the non-conforming surety may not avail himself by having it in his power to plead payment or satisfaction

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satisfaction of the bond to the action which may be brought thereon.

THO. WESTON.

Qu. If *P.F.* alone should be sued upon the bond, will it be adviseable for him to pay the money immediately after the action brought, or suffer judgment and execution to go against him; and in that case, will *P.F.* be able to maintain an action at law against *M.D.P.* the co-obligee for the moiety of such money so recovered against him, or must *P.F.* file a bill in equity against *M.D.P.* to be relieved therein, or will it be more, adviseable for him to get a friend to pay the money, and take an assignment of the bond, in order to recover either the whole or a proportion of the money from *M.D.P.* or how otherwise would you advise *P.F.* to act in this affair?

If *P.F.* should be sued alone for the money owing on the above bond, and should be ob-

liged to pay the whole money remaining due thereon he can have no remedy at common law for the recovery of a moiety of what he pays against *M. D. P.* the co-obligee, but must file a bill in equity, and thereby pray that *M. D. P.* may contribute to and pay his moiety thereof to *P. F.* and it makes no difference whether *P. F.* who sued stays till judgment is recovered or pays immediately on being sued. But *P. F.*'s best way will be to get some friend to pay the money, and take an assignment to himself of the bond with power to sue all or any of the obligor's thereon, and then offer to discharge *M. D. P.* on his paying a moiety of the money due, and on his refusal to bring action against him solely, because by such means *M. D. P.* will be fixed if he bring a bill in equity for relief with costs, both in law and equity.

THOS. WARREN.

No. IV.

*Whether respondentia Bonds may be purchased, deducting five pounds per cent. from the principal Money secured.*

*A.* Lends *B.* one hundred pounds on his effects on board an *East Indiaman* about to sail on her voyage, and *B.* executes to *A.* a *respondentia* bond, conditioned, that if the said ship should fail on her intended voyage, and return

return back into the river *Thames* within thirty-six kalendar months from the date: and if *B.* within thirty days after said ship's arrival in the river from her voyage; or at the expiration of thirty-six kalendar months from the date, which should first happen, should pay to *A.* one hundred and twenty pounds, together with twenty shillings for every kalendar month the said ship should be out on her voyage above twenty kalendar months to the expiration of thirty-six kalendar months, and so in proportion for a less time than a month: or if in the said voyage and within the said thirty-six kalendar months an utter loss of the said ship should unavoidably happen, and *B.* should pay to *A.* a proportionable average on all *B.*'s effects on board said ship which should be left, then the said bond to be void.

*A.* having occasion for money, six months after the date of the bond, sells the same to *C.* for ninety-seven pounds seven shillings and six pence, which is reckoned in the following manner: *C.* the purchaser deducts five pounds *per cent.* from one hundred pounds, the principal money advanced, and then allows the seller interest after that rate for the remaining sum of ninety-five pounds, from the date of the bond, but in the assignment thereof one hundred pounds is mentioned to be the consideration money paid *A.* who in fact receives only ninety-seven pounds seven shillings and six

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six pence, and therein becomes security for *B.*'s performing the condition of the bond in the following manner; And for the sure and true payment by the said *B.* his heirs, &c. unto the said *C.* his executors, &c. of all monies as shall or may happen to become due and payable upon, or by virtue of the said recited bond, according to the tenor and true meaning thereof, I the said *A.* bind and oblige myself, my heirs, &c. unto the said *C.* his executors, &c. in the penal sum of two hundred pounds firmly by these presents.

Qu. Whether *C.* may safely purchase respondentia bonds in the manner above mentioned? Or is it within the statute of usury to deduct five pounds *per cent.* from the principal money lent, when the assignor becomes security for the original obligors performing the conditions of the bond?

" The facts stated by this case don't appear  
 " to me to fall within the intent or meaning of  
 " the statute against usury, or to amount to  
 " such a corrupt agreement or offence, as  
 " that law was calculated to prevent and pu-  
 " nish, or to put the matter upon the footing  
 " of

" of an unreasonable discount, or taking more  
" interest for money than the law allows to be  
" taken for the forbearance of it. For this is  
" a bond in the nature of respondentia attend-  
" ed with risque and hazard to the obligee ;  
" and if any one becomes the purchaser of the  
" right and interest of the obligee in such bond  
" for a less sum of money than he himself ad-  
" vanced upon it originally, and stands in his  
" place with regard to danger and risque of  
" the voyage ; the matter of consideration for  
" the purchase, lies in the breasts of the obli-  
" gee and assignee, and may be less or more as  
" the parties can agree upon between them-  
" selves ; and if *A.* hath agreed with *C.* to as-  
" sign this bond for ninety-seven pounds seven  
" shillings and sixpence, the mode stated by the  
" case of calculating or ascertaining the con-  
" sideration money does not extend, in my opi-  
" nion, to make the agreement in anywise cor-  
" rupt or unfair, or to vary the equitable na-  
" ture of the contract, or to render the assign-  
" ment invalid or usurious ; and the obligation  
" that *A.* hath entered into to *C.* in the penalty  
" of two hundred pounds, I apprehend im-  
" plies no more than a warranty upon the sale ;  
" and as an assurance of *A.*'s right to assign ;  
" and that the condition of the respondentia  
" bond shall be performed according to the  
" tenor and true meaning of it.

" THOS. WESTON."

" I am of opinion, a man may buy up respondentia bonds at any rate less than what the  
 " borrower agreed to pay to the lender, but then  
 " I would advise him not to shew the assignment  
 " or how he calculates the money he offers to  
 " pay, or does pay for such assignment, because  
 " too far an explanation may make that usurious,  
 " which, in fact, without such explanation, is  
 " not so; and the reasons I ground this opinion  
 " on are, first, because there is no settled or  
 " invariable rule in law, what profit a man  
 " may take upon a respondentia bond; and  
 " therefore if a lender wants to sell, and has  
 " taken what the proposed assignee thinks too  
 " little, he may certainly buy at a discount;  
 " and 2dly, because there cannot be a usury  
 " where the principal is liable to a total loss."

" THOS. WARREN."

No. V.

*Whether a Bond for paying Five hundred Pounds to the Obligee in Consideration of his suing for and recovering an Estate; is not within the Statute against Maintenance, and after Payment thereof whether the Obligor can be relieved.*

17th July 17—.

BOND from Christopher Charles to William Wenman in the penal sum of five hundred pounds, with under written condition;

WHEREAS

WHEREAS *John Wenman*, late of *Barnes* in the county of *Surry*, weaver, deceased, was possessed, in his life-time, of various copyhold messuages or tenements lying and being at *Barnes* aforesaid, and is part of the manor thereof, and by his last will and testament, amongst other things, gave and bequeathed the said copyhold estate unto his son *William Wenman* of *Barnes* aforesaid, and his heirs for ever; And whereas also, the said *William Wenman* sold and disposed of the said copyhold estate and then died, without leaving any lawful issue behind him, whereby the said copyhold messuages or tenements become solely vested in the said *William Wenman* and his heirs, who not being of abilities to sue for the same hath agreed to and with the said *Christopher Charles*, for him the said *Christopher Charles*, to sue for and recover the said estate, either at common law or equity; and also to defray at his own expence, all costs, charges, and expences which shall or may happen or arise, for the obtaining and recovering the same; and for such recovery, and putting the said *William Wenman*, or his heirs, into the quiet possession of the said premisses so obtained: The said *William Wenman* in consideration of the said costs, charges, and expences aforesaid, hath given one bond or obligation under hand and seal, bearing even date herewith, for the sum of one thousand pounds, conditioned for

the payment of five hundred pounds, to be paid to the said *Christopher Charles*, his heirs or assigns, on the 1<sup>st</sup> day of *April* next ensuing the date hereof, which said sum of five hundred pounds is to be paid, on the said *William Wenman*, his heirs or assigns, being put into the quiet possession of the said several copy-hold messuages or tenements situate at *Barnes* aforesaid, he the said *William Wenman*, his heirs and assigns, to be free and clear, and that freed, cleared, and discharged of and from all costs, charges, and expences whatsoever, which shall or may, now or at any time hereafter happen, arise, or accrue by reason aforesaid: Now know ye therefore, that the said *Christopher Charles*, for the consideration of the said bond of five hundred pounds being given, doth hereby promise and agree to indemnify and save harmless the said *William Wenman*, his heirs and assigns, that no costs, charges, or expences, either at common law or equity, or any other charges incident or belonging to the same, shall ever be reckoned, counted, or charged to the said *William Wenman*, his heirs or assigns; nor neither shall his or their goods, chattels, or effects, be affected or incumbered therewith, but shall at all times hereafter stand free, and clear from all incumbrances whatsoever: *Provided always*, and it is hereby declared, and the true intent and meaning hereof is, that unless the said *Christopher*

per *Charles* obtains or recovers the quiet possession of the said estate for the said *William Wenman*, his heirs or assigns, that the said *William Wenman*, his heirs or assigns, shall not be at any charges or expences whatsoever, for the recovery of the said premisses as above mentioned, then this obligation and bond above mentioned, shall be void and of no effect, or else to be and remain in full force.

The said *Charles* as agent for the said *Wenman*, employed Mr. *M.* in the prosecution of the suit, and in *Trinity* vacation 17—, the said Mr. *M.* on *Wenman's* behalf, obtained possession of the estate at *Barnes*, after a verdict in ejectment and affirmance of judgment in error; and during the prosecution, the said Mr. *M.* only received of *Charles* fourteen pounds and fourteen shillings, and knew nothing of the above bonds, since which, viz. December 17—, the said *Wenman* mortgaged his estate, unknown to his attorney, and paid *Charles* four hundred pounds in part of the five hundred pounds, and thereupon the bond given to *Charles* was cancelled, and *Wenman* entered into a new bond for the remaining one hundred pounds, which second bond is since paid and cancelled, and is now in our hands.

The estate recovered by *Wenman* is all copyhold, and clear of taxes, is about forty pounds per annum, but the fine upon admissions is at

the will of the lord ; Mr. *Charles*, it is imagined, has not expended above fifty pounds, including the fourteen pounds and fourteen shillings paid to Mr. *M.* and which he expended in journeys to take copies of registers, marriages, &c. to prove at the trial ; and it can be proved that Mr. *Charles* had the opinion of counsel, that Mr. *Wenman* had a good title previous to the entering into the above bond.

*N. B.* That the payment of the whole five hundred pounds can be proved by a person who was present when the payment was made, and Mr. *M.* is ready to prove he was an utter stranger to these transactions, and that he never received more than fourteen pounds and fourteen shillings of *Charles*, though he has promised to pay the remainder of Mr. *M.*'s bill, which is only ten pounds, the rest of the bill having been paid by the defendants in the suit.

*Q.* Whether Mr. *Wenman* can bring a *qui tam* action against Mr. *Charles* upon the statute against maintenance there not being twelve months elapsed since payment of the five hundred pounds ? and if not, will

will an action lie against him  
for money had and received  
to Mr. *Wenman's* use, or  
what other steps would you  
advise Mr. *Wenman* to take?

" An action upon the statute will do Mr.  
" *Wenman* but very little service; for the pe-  
" nalty there given is trifling, and would not  
" be worth the expences of a suit. The most  
" effectual relief for Mr. *Wenman* would be the  
" recovering of his own money back again;  
" and for this purpose his remedy must be  
" either a bill in equity, or an action at law for  
" money had and received to his use. To the  
" first of these the defendant might probably  
" demur, if a discovery were prayed, as it might  
" expose him to the penalty provided by the  
" statute. But if the plaintiff stays till the  
" year is out, that objection would be re-  
" moved; and besides, as a witness was pre-  
" sent at the payment of the money, the plain-  
" tiff would not need any discovery from the  
" defendant, and might therefore avoid the ob-  
" jection. With respect to an *action*, perhaps  
" some exceptions might be taken; as Mr.  
" *Wenman* paid the money *voluntarily* and not  
" by mistake, and being paid in discharge of  
" his own bond, was paid to the use of the  
" obligee, and cannot in law result to his own  
" use. But my own opinion is, that when a

X x 4                  " party

" party obtains money upon a *bad and illegal* consideration, and the person that pays " it was not guilty of any criminality himself, " the law will consider it as received to the " use of the payor, to whom it belonged. " But as this may admit of some cavils, " (though I have not any doubt about the " point myself) it may be safest to file a bill " in equity (when the year is expired) and " pray that the money be restored, and in that " court the defendant would be decreed to pay " back all the money he received, excepting " what he disbursed in the expences of the " suit.

J. YATES.

## Composition.

No. I.

*A Deed of Composition with Creditors.*

**T**HIS INDENTURE tripartite made, &c. between *John Good* of the parish of *Saint Martin in the Fields*, in the county of *Middlesex*, linen draper of the first part; *Robert Good* of the same parish, linen draper, of the second part; and the several creditors of the said *John Good* and *Robert Good*, whose hands and seals are hereunto set and subscribed of the third part; WHEREAS by indenture tripartite bearing date on or about the first day of *March* which

A Co-partnership deed be-  
tween three persons recited.

which was in the year of our Lord 17—, and made or mentioned to be made between *John Good* the elder, of the parish of *Saint Martin in the Fields* in the county of *Middlesex*, linen-draper (since deceased) of the first part; the said *John Good* party hereto by the description of *John Good* the younger of the same place, eldest son of the said *John Good* of the second part; and the said *Robert Good*, by the description of *Robert Good* of the same place, another of the sons of the said *John Good* the elder, of the third part; reciting that the said *John Good* the elder, then carried on the trade of a linen-draper at *Charing-cross*, in the parish of *Saint Martin in the Fields* aforesaid, at and in his messuage, shop, and premises, there known by the name or sign of the —, and also carried on a manufactory for the making of linen, and for the bleaching, pressing, and finishing of the same at *H*— in the county of *Middlesex* aforesaid, and was also possessed of a considerable stock in trade, in and belonging to his said trade of a linen-draper and his manufactory aforesaid, and also of divers utensils and implements in and about the said manufactory to a considerable amount. And also reciting that the said *John Good* the elder, in consideration of the natural love and affection which he had for the said *John Good* the younger, and *Robert Good*, and for their respective advancement in the world had consented

and

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and agreed to admit and take them into partnership with him for the term and upon the conditions therein after mentioned and expressed, and had also agreed that the several stock in trade, wares, and merchandizes, goods, chattels, implements, utensils, and things of him the said *John Good* the elder, mentioned and expressed in the three several inventories, all of them of the same purport and effect, had and taken on the day of the date of the same indenture contained in three several paper books respectively marked on the back thereof, with the letter (A) and respectively subscribed by each of the said parties amounting to the value of six thousand pounds should be the mutual and equal property of them the said *John Good*, the elder, *John Good*, the younger, and *Robert Good*, as a capital, for setting on foot and carrying on the said joint trades, so that the share and proportion of each and every the said parties of and in the said capital, would be be sum of two thousand pounds ; IT WAS AND IS WITNESSED, that the said *John Good*, the elder, for the considerations aforesaid, did give and grant unto the said *John Good*, the younger, and *Robert Good*, and to each of them, one full third part, (the whole into three equal parts to be divided) of all and singular the said several stock in trade, wares, and merchandizes, goods, chattels, implements, utensils, and other things men-

mentioned and expressed in the said three several inventories; *To hold*, receive, and take to them the said *John Good*, the younger, and *Robert Good*, their executors, administrators, and assigns in the manner following, (that is to say) *To hold*, receive, and take one third part of the said several stock in trade, wares, and merchandizes, goods, chattels, implements, utensils, and things, to him the said *John Good*, the younger, his executors, administrators, and assigns, as his and their own proper goods, chattels, and effects; *And to hold*, receive, and take one other full third part thereof, unto the said *Robert Good*, his executors, administrators, and assigns, as his and their own proper goods, chattels, and effects; and by the same indenture the said *John Good*, the elder, *John Good*, the younger, and *Robert Good*, did covenant, conclude, and agree, to be and become copartners and joint-traders, in equal proportions, as well in the trade or business of a linen draper, as in the buying and selling of all goods, wares, merchandizes, and other things belonging to the said trade, or usually traded and dealt in by linen-drapers; as also in the manufacturing or making, bleaching, pressing, and finishing of linens, in the same manner as the said manufactory had to that time been carried on by the said *John Good*, the elder, at his said manufactory at *H.* aforesaid, and in and upon the bleaching ground thereto belonging, the said copartnership, to be accounted

from

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from the said 1st day of *March*, and to continue for and during, and unto the full end and term of seven years thence next ensuing, and from thence for the further term of seven years, if all the said parties should consent to and mutually agree upon the same, subject to the several clauses, conditions, provisoies, and agreements thereafter mentioned and contained; and that the said several stock in trade, wares, and merchandizes, goods, chattels, implements, utensils, and things mentioned in the said three several inventories, of the amount in value of the sum of six thousand pounds as aforesaid, (being two thousand pounds a-piece) should be used and employed as the capital stock of the said joint trades; and it was by the same indenture (amongst other things) provided, covenanted, concluded, and agreed, by and between the said partners, that in case any or either of them the said partners should happen to die before the expiration of the said term of seven years first mentioned, then and in such case the survivors and survivor of them, his executors and administrators, should and would accept and take all the whole stock of goods, wares, merchandizes, goods, debts, and effects whatsoever, which at or immediately before the respective decease of the party or parties so dying, should be in anywise appertaining to them the said parties as copartners, or for or by reason or on account of the said joint stock and trade,

trade, and make such satisfaction to the executors or administrators of the party or parties so dying, for his and their full part, share, and proportion, of and in the said joint stock in trade, as therein is mentioned, and that all bad and desperate debts then due and owing to or on account of the said joint trade, should with all convenient speed, be divided and shared between the surviving partners or partner, and the executors or administrators of the partners or partner, deceased, in proportion to their respective shares and interests in the said capital stock, and joint trade, as in and by the said in part recited indenture, relation being thereto had, may more at large appear; *And whereas* the said *John Good*, the elder, departed this life, intestate, on or about the 27th day of December, which was in the year of our Lord 17—, and the administration of his goods, chattels, and credits, was by the proper ecclesiastical court, duly committed to the said *John Good*, party hereto; *And whereas* the said *John Good*, party hereto, and *Robert Good*, continued to carry on their said trade as copartners, from the time of the decease of the said *John Good*, the elder, until the 19th day of January now last past, when a general and full account was taken, stated, and made up, by and between them the said *John Good*, party hereto, and *Robert Good*, of all the stock, wares, merchandizes, goods, debts, and effects

One of the co-partners died intestate,

and the two surviving partners, continued to carry on the trade.

then

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An account taken whereby it appeared that the stock in trade at the death of the first partner, was insufficient to pay the copartnership debts.

The account laid before the creditors when it was proposed that one partner should pay them 12 s. in the pound, by installments, in discharge of their debts,

then remaining and being in the said joint trade, or owing or belonging to them on account thereof; and also of all debts and other demands due and owing by them, to any person or persons, for any matter or thing concerning the said joint trade or relating thereto, whereby it appears that at the time of the decease of the said *John Good*, the elder, the said stock in trade fell very short, and was greatly deficient to answer and pay the debts due and owing by them the said copartners, on account of their said joint trade and dealing; and at a meeting of the said several creditors, parties to these presents, or the major part of them, on the said 19th day of *January* now last past, the said account was laid before them; and it was then proposed by the said *John Good*, party hereto, as well for himself as on the behalf of the said *Robert Good*, (with the privity, consent, and approbation of the said *Robert Good*) to pay to each and every of their said creditors, after the rate of twelve shillings in the pound, of their respective debts, in satisfaction and discharge thereof, at four different payments, in the manner following, (that is to say) four shillings in the pound, part thereof, on the 20th day of *July* now next ensuing, the further sum of three shillings in the pound, other part thereof, on the 20th day of *January* then next following, and which will be in the year of our Lord 1760, the further sum

of

of three shillings in the pound, further part thereof, on the 20th day of *July*, which will be in the same year, and the remaining two shillings in the pound thereof, on the 20th day of *January*, which will be in the year of our Lord 17—; and that the said *John Good*, party hereto, should give his own notes for the first, second, and fourth payments of the said composition money, and procure security to the satisfaction of the major part of the said creditors to answer, pay, and make good to them, the third payment thereof; and that, in order to enable the same *John Good* to answer and make good the several payments aforesaid, the said *Robert Good* should convey and assign to him all his the said *Robert Good's* joint and separate estate and effects, except his wife's watch, and such household goods as he should choose to the amount of, and not exceeding the value of, seventy-five pounds; And whereas upon a due examination of the said account, and consideration of the proposal aforesaid, the said several creditors, parties to these presents, assented thereto, and agreed that upon payment of the said composition money, on the days and in the manner aforesaid, the said *John Good*, party hereto, and *Robert Good*, shall be respectively discharged of all the debts by them due and owing, to their said several creditors; and that in as much as the said *Robert Good* was to transfer

all

for which he is  
to give notes  
for the 1st, 2d,  
and 4th pay-  
ments, and se-  
curity for the  
third;

and to enable  
him to pay, the  
other partner is  
to assign to him  
his joint and se-  
parate estate.

The creditors  
agree to the  
proposal.

## Original Precedents

all his joint and separate estate to the same *John Good*, he the said *Robert Good* should be indemnified by the said creditors, and also by the same *John Good*, in such manner as hereinafter expressed, upon this express condition, nevertheless, which was insisted on by the same creditors, and agreed to by the said *John Good*, party hereto, and *Robert Good*, that the said copartnership then subsisting between them, should from thenceforth cease, determine, and be dissolved; and that the said *John Good*, party hereto, should by himself alone carry on the trade and business aforesaid on his own account; and in as much as some differences and disputes had arisen between them, the same *John Good* and *Robert Good*, in relation to certain sums of money alledged by the said *Robert Good* to have been by him advanced and brought into the said joint trade, it was in like manner insisted on, and agreed, that they the said *John Good* and *Robert Good*, should execute, each of them to the other, a mutual and general release in such manner as hereinafter is expressed; And whereas the said *Robert Good* is possessed of a pair of diamond ear-rings, consisting of one hundred and thirty diamonds, and of divers household goods, linen and furniture, and of several pieces of plate weighing in the whole two hundred and thirty-two ounces, or thereabouts, notwithstanding and being in the dwelling-house of him the said *John Good*,

A recital of the  
estate and effects  
of the partner  
who is to assign  
to the other.

*Good, at Charing Cross, in the said parish of Saint Martin in the Fields; And is also intitled to the sum of one hundred pounds, part of a sum of two hundred pounds, to him given and bequeathed by the last will and testament of Mrs. Ann Arley, deceased, and by virtue of, and under, a certain indenture tripartite, bearing date on or about the 9th day of March, which was in the year of our Lord 17—, and made or mentioned to be made, between the said Robert Good, by the description of Robert Good of Charing Cross, in the parish of Saint Martin in the Fields, in the county of Middlesex, linen-draper, third son of John Good, of the same place, esquire, of the first part; Elizabeth Ellis, of the parish of Twickenham, in the said county of Middlesex, widow and relict of John Ellis, the younger, late of Westminster in the said county, gentleman, deceased, and Ann Ellis, spinster, then of the age of nineteen years, only child and heir of the said John Ellis, by the said Elizabeth his wife, of the second part; and John Good of Charing Cross aforesaid, esquire, father of the said Robert Good, and Edward Arley of Salisbury in the county of Wilts, esquire, of the third part, containing several agreements made previous to and in consideration of the marriage of the said Robert Good with the said Ann Ellis, his now wife, the said Robert Good is intitled to an estate for the term of his natural life, in remain-*

## Original Precedents

der or reversion, immediately expectant on the decease of the said *Elizabeth Ellis*, of and in all such freehold lands and hereditaments as pursuant to the agreements in the same indenture contained, shall be purchased with the money to arise by sale of a sum of one thousand and one hundred pounds, share or interest, in the capital joint stock of the Governor and Company of the Bank of *England*, commonly called Bank Stock, and with the sum of one thousand pounds out-standing, upon a mortgage from *John Hammond*, esquire; which said sums of one thousand and one hundred pounds bank stock, and one thousand pounds mortgage money, are now vested in *John Arley*, of *London*, esquire, upon the trusts in the same indenture expressed concerning the same; and by virtue of, and under certain indentures of lease and release, bearing date respectively, the 29th and 30th days of *April*, which was in the year of our Lord 17—, the release, being of five parts, and made or mentioned to be made, between the said *Robert Good* and the said *Ann* his wife, of the first part; the said *John Good*, father of the said *Robert Good*, and the said *Edward Arley*, of the second part; *Ann Ellis*, late of *Twickenham*, and then of *Teddington*, both in the said county of *Middlesex* (since deceased) widow and relict of *John Ellis*, late of the parish of *Saint Margaret, Westminster*, in the said county of *Middle-*

Middlesex, apothecary, and grandmother of the said *Ann Good* of the third part; *Francis Wight* of *Waltham Saint Lawrence*, in the county of *Berks*, esq. of the fourth part; and the said *Elizabeth Ellis*, widow (mother of the said *Ann Good*) of the fifth part; and by a fine *sur conusans de droit come ceo &c.* levied pursuant to a covenant in the same indenture of release the said *Robert Good* is feised of an estate of freehold for the term of his natural life, or hath a life interest without impeachment of waste in remainder or reversion immediately expectant on the decease of the said *Elizabeth Ellis*, of and in one undivided moiety or half part of a messuage, farm, and lands, lying and being at *Tenterden* in the county of *Kent*, now or late in the several tenures or occupations of *Thomas Taylor* and *Henry Gadd*, at and under several yearly rents, amounting in the whole to sixty-one pounds and two shillings or thereabouts, and also of and in one moiety of a messuage or tenement on the East side of little *Essex-street*, in the parish of *Saint Clement Danes*, now or late in the tenure or occupation of — *Wall*, and of and in one moiety of a messuage, wharf, and stable, lying in *Milford-lane*, in the said parish of *Saint Clement Danes*, now or late let to *David Keen* at the yearly rent of sixty pounds, and also of and in one moiety of four messuages or tenements situate on the East side

of *Saint Martin's-lane*, in the aforesaid parish of *Saint Martin in the Fields*, as in and by the said several in part recited indentures, and the record of the said fine, relation being thereunto respectively had, may more at large appear. *And whereas* the said *John Good*, party hereto in part performance of so much of the proposal and agreement aforesaid, as is incumbent on him to perform, hath by several promissory notes under his hand undertaken to pay to every of the said several creditors, parties to these presents, three several sums of money, being one of them after the rate of four shillings in the pound, one other of them after the rate of three shillings in the pound, and the other of them after the rate of two shillings in the pound of the several debts to them the said several creditors respectively, due and owing from the said *John Good*, party hereto and *Robert Good* on the said several days whereon the first, second, and fourth payments, by the proposal aforesaid were agreed to be made, and hath also procured and given security to the satisfaction of the major part of the said several parties to these presents, to answer, pay, and make good to them the said creditors respectively, the further sum of three shillings in the pound of their respective debts, on the said 20th day of *July 17*—, being the third payment thereof, according to the proposal and  
agreement

The partner  
hath given his  
notes,

and procured  
security.

agreement aforesaid. Now THIS INDENTURE The considera- tion.

WITNESSETH, that in further pursuance and performance of the proposal and agreement aforesaid, by and between them the said *John Good* party hereto, and *Robert Good* to be performed, they the same *John Good* and *Robert Good* with the mutual assent and consent of each other, have determined, ceased, and dissolved, and by these presents, do determine, cease and dissolve the aforesaid co-partnership and joint trade heretofore carried on between them, and also the said in part recited indenture of the first day of *March* 17—, and every clause, article, matter, and thing therein contained. And do hereby severally declare and agree that the same shall from henceforth cease, determine and be null and void to all intents and purposes whatsoever, as if the said co-partnership had never been entered into, and the same indenture had never been made.

AND THIS INDENTURE FURTHER WITNESSETH, The considera- tion.

That as well in consideration of the said *John Good* party hereto, his undertaking the payment of the several sums of money hereinbefore mentioned to their said several creditors in satisfaction of their respective debts, according to the proposal and agreement for that purpose hereinbefore recited, and of all other the debts due and owing by them the said *John Good* and *Robert Good*, as also in consideration of the release hereinafter contained and expres-

## Original Precedents

The assignment  
from one of  
the partners to  
the other,

of all his house-  
hold goods, es-  
tate, and effects.

sed to be made by and on the part of the said creditors; he the said *Robert Good* hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over unto the said *John Good* party hereto, his executors, administrators, and assigns, all the said household goods, plate, linen, and furniture which he the said *Robert Good* is possessed of as aforesaid, (the watch of the said *Ann* the wife of the said *Robert Good* and such of the said household goods, as are mentioned in the schedule to these presents annexed, and which do not exceed in value the sum of seventy-five pounds only excepted). And also the said pair of diamond ear-rings, and the said sum of one hundred pounds, now due and owing in respect of the said legacy of two hundred pounds given to him by the said will of the said Mrs. *Ann Arley*, and likewise all the moiety, share and interest of him the said *Robert Good*, of and in all the stock in trade, wares, merchandizes, the implements and utensils of the said manufactory, ready money, debts out-standing goods, chattels, and effects whatsoever, which now do, and at the time of stating the said account between them did belong to the said joint trade and co-partnership, or to them the said *John Good* party hereto, and *Robert Good*, or either of them in respect thereof. And all the right, title, and interest whatsoever,

ever, of him the said *Robert Good* of, in, or to the said several premisses, and every of them, or any part thereof. To have hold perceive, receive, take, and enjoy, the said household goods, plate, linen, and furniture, ear-rings and money mentioned and intended to be hereby assigned; and also the moiety mentioned to be hereby assigned of the said stock in trade, and of all other the aforesaid premisses unto the said *John Good*, party hereto, his executors, administrators, and assigns to his and their own use, and as his and their own goods and chattels absolutely for ever. AND for the considerations aforesaid, and for the better enabling the said *John Good* party hereto, to recover, receive, and get in the said sum of one hundred pounds, and also all and every the sum and sums of money, debts, and effects belonging to the said co-partnership whereof a moiety is hereinbefore mentioned to be hereby assigned as aforesaid. He the said *Robert Good* hath made, ordained, constituted, and appointed; and by these presents doth make, ordain, constitute and appoint the same *John Good*, his true and lawful attorney, for and in the name of him the said *Robert Good* or otherwise, but for the sole use and benefit of him the same *John Good*, his executors, administrators, and assigns, to ask, demand, call in, and receive of and from all and every person and persons liable and obliged on

### Habendum.

A power of attorney granted to the assignee to recover, receive, &c.

intrusted to pay the same respectively, as well the said sum of one hundred pounds mentioned to be hereby assigned, as also all and every the sum and sums of money, debts, goods, and effects whereof a moiety is mentioned, to be hereby assigned, and which are due, owing or belonging to them the same *John Good* and *Robert Good*, or either of them in respect of the said co-partnership or joint trade carried on between them as aforesaid, and to give receipts or other effectual discharges for all the said monies, debts, and effects in the name of the said *Robert Good* or otherwise, as to the same *John Good* shall seem most proper and expedient, and to use, take, and prosecute every or any lawful or equitable method, course, or expedient for the recovering, receiving, and getting in the said monies, debts, and effects, or any part thereof, in the name of him the said *Robert Good* jointly with him the same *John Good* or otherwise, as to the same *John Good* shall seem most requisite and expedient, and in as full, ample, and beneficial manner, to all intents and purposes as they the same *John Good* and *Robert Good* might, or could do, in case the said co-partnership had not been dissolved, and these presents had not been made. AND the said *Robert Good* for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *John Good*

party

Covenant from  
the assigning  
partner to exe-  
cute any further  
act,

party hereto, his executors and administrators by these presents, that he the said *Robert Good* shall and will from time to time and at all times hereafter, at the request and proper costs and charges in the law, of the same *John Good*, do execute or join in all and every other such further act and acts as shall be requisite for enabling the same *John Good*, his executors or administrators, to recover, receive and get in, the money, debts and effects aforesaid, and as by him or them, or his or their counsel learned in the law, shall be advised and required. AND ALSO, that he the said *Robert Good* shall not, nor will, at any time hereafter compound or release, any debt or sum of money now due and owing to them, or either of them, nor disavow or become non-suit in any action or suit which shall be commenced, sued, or prosecuted for the recovery thereof. AND IN ORDER fully to effectuate such further part of the proposal and agreement aforesaid, as on the part of the said *Robert Good* remains to be performed; the said *Robert Good*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *John Good*, party hereto, his executors and administrators by these presents, that he the said *Robert Good*, shall and will as soon as conveniently may be, by such good and sufficient conveyances and assurances in the law, as counsel shall advise, convey, and assure, the said

and not to  
compound or  
release, &c.  
any debts, ac-  
tions, &c.

Covenant to  
convey a life  
estate.

## Original Precedents

said moiety or half part, whereof he is now seised as aforesaid, of and in the said several messuages, wharfs, lands, tenements, and hereditaments, late the estate of the said *John Ellis*, situate, lying, and being in the said counties of *Kent* and *Middlesex*, subject to the estate and interest of the said *Elizabeth Ellis* therein, unto and to the use of the said *John Good*, party hereto, his heirs and assigns, for and during the term of the natural life of him the said *Robert Good*, without impeachment of waste; *And also* that he the said *Robert Good* shall and will, as soon as conveniently may be, after the decease of the said *Elizabeth Ellis*, do all necessary acts, and use his utmost endeavours to have the said sum of one thousand one hundred pounds Bank stock sold, and the said sum of one thousand pounds mortgage money called in, and to cause and procure that the money which shall arise by sale of the said Bank stock, and which shall be so called in, shall be laid out in the purchase of lands and hereditaments in *England*, and that the same lands and hereditaments when purchased, shall be conveyed, settled, and assured, to the several uses, by the said in part recited indenture, tripartite, of the 9th day of *March* 17—, directed and agreed to be limited concerning the same, and so as that he the said *Robert Good*, shall and may thereby acquire to himself a present and immediate estate and interest therein for the term of his natural life,

with-

*And also to lay out the reversion of bank stock and mortgage monies after the death of a person, in a freehold estate, so as to acquire a life estate therein,*

without impeachment of waste; *And further* that when and so soon as the lands and hereditaments which shall be so purchased as aforesaid, or any of them, shall become legally and effectually vested in him the said *Robert Good*, as aforesaid, he the said *Robert Good*, shall and will at the request, costs and charges in the law, of the said *John Good*, party hereto, his heirs or assigns, effectually convey and assure the same premisses, unto and to the use of the same *John Good*, his heirs and assigns, for and during the natural life of him the said *Robert Good*, without impeachment of waste; *And moreover* that it shall and may be lawful to and for the said *John Good*, party hereto, his heirs, executors, administrators, and assigns, in the mean time, from and immediately after the decease of the said *Elizabeth Ellis*, peaceably and quietly to have, receive, and take the dividends, interest, and proceed of the said one thousand one hundred pounds Bank stock, and one thousand pounds mortgage money, to his and their own use, without the let, suit, hindrance, interruption, or denial of him the said *Robert Good*; *And* the said *John Good*, party hereto for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said *Robert Good*, his executors and administrators that he the same *John Good*, his heirs, executors or administrators, shall and will well and truly pay or otherwise satisfy and discharge all debts whatso-

ever, and afterwards  
to convey the  
same to the  
partner, paying  
the composition,

who in the  
mean time may  
peaceably enjoy  
the interest of  
the bank stock  
and mortgage  
monies.

A covenant  
from the part-  
ner who has un-  
dertaken to pay  
the composition,  
that he will pay  
the partnership  
debt, and also  
the separate  
debts of the af-  
signing partner,  
not exceeding  
60l.

## Original Precedents

And also indemnify him therefrom.

A mutual release from the partners.

ever, contracted, by, and now due and owing from them the same *John Good* and *Robert Good*, in partnership or otherwise, in respect of their joint trade and dealing ; and also the said separate debts of the said *Robert Good*, contracted on or before the 19th day of *January* last, provided such separate debts do not exceed the sum of sixty pounds, and shall and will well and sufficiently indemnify and save harmless the said *Robert Good*, his heirs, executors, and administrators therefrom; and of, from, and against all such costs, charges, damages, and expences, as shall or may be recovered against, or be sustained, expended, or become payable by him or them, for or by reason or means of the non-payment of the same debts, or any of them, or for or by reason or means of his name being made use of in any action or suit which shall or may at any time hereafter be commenced, sued, or prosecuted for the recovery of any debt or sum of money to them or either of them due and owing ; AND the said *John Good* party hereto, and *Robert Good*, do hereby each of them for himself, his respective heirs, executors, and administrators, remise, release, and for ever quit claim unto the other of them, his heirs, executors, and administrators, all and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings, obligatory notes, accounts, reckonings, sum and sums of money, claims and demands whatsoever, which either of them now hath, or the heirs,

heirs, executors, or administrators of either of them, can or may have or claim, against the other of them, his heirs, executors, or administrators, for or by reason or means of the said indenture of co-partnership herein before recited, or for or by reason or means of any matter or thing whatsoever, touching or concerning, or in any wise relating to the said co-partnership, or their joint trade and dealing, or on any other account whatsoever, from the beginning of the world to the day of the date of these presents, save only and except the several covenants and agreements in these presents contained, and so as this present release shall not extend to prejudice or impeach any cause or right of action which may accrue by the breach thereof, or of any of them; AND LASTLY, the said several creditors, parties to these presents, every of them covenanting separately and apart, for himself, his respective heirs, executors, and administrators, do severally covenant, promise, and agree, to and with the said *John Good*, party hereto, and *Robert Good*, their executors and administrators, to and with each and every of them by these presents, that they the same several creditors, their executors and administrators, shall and will accept, take, and receive, of and from the same *John Good*, his executors and administrators, the several sums of money, at and against the respective names of them the said creditors, set down and expressed under these presents, being after the rate of twelve shillings in

A covenant  
from the cre-  
ditors to accept  
the compo-  
sition.

## Original Precedents

in the pound of their respective debts, in full satisfaction and discharge thereof, to be paid at such days and times, and in such proportions as are hereinbefore mentioned and expressed; AND that from and after payment of the said composition money, they the said *John Good*, party hereto, and *Robert Good*, their respective executors and administrators, shall stand and be for ever released, acquitted, and discharged, by these presents from all and every sum and sums of money, debts, or demands due or owing by them or either of them, to their said several creditors, or any of them, from the beginning of the world to the day of the date of these presents; And further that forasmuch as the said *Robert Good*, at the instance of his said creditors, hath by these presents assigned and transferred to the said *John Good*, party hereto, all his joint estate, and part of his separate estate, and hath agreed to convey the residue of his separate estate in the manner herein before expressed, they the said several creditors, their respective executors or administrators, shall and will indemnify and save harmless the said *Robert Good*, his heirs, executors, and administrators, of, from and against all such costs, charges, damages, and expences, as shall or may in case of any default of payment by the said *John Good*, his heirs, executors, or administrators, be recovered against, or be sustained, expended, or become payable by him the said

*Robert*

The creditors  
agree to indem-  
nify the assign-  
ing party from  
any default of  
the other.

*Robert Good, his heirs, executors, or administrators, in any action or suit, which may hereafter be commenced, sued, or prosecuted by them the said creditors, their executors or administrators, or any of them, for the recovery of any debt or debts to them respectively due or owing. IN WITNESS, &c.*

I have perused and approve this draught, and apprehend that as the dissolution of the copartnership is in consequence of the joint proposal to the creditors, and at their instance, it is more proper that as much of this transaction as may be, should be perfected in one instrument, which will be more convenient and less expensive to the parties, and a proper instrument for the dissolution of the co-partnership, will not under the circumstances of this case come within the compass of an indorsement.

W. FOGG.

*Another Deed of Composition with Creditors.*

No. II.

**T**O ALL TO WHOM these presents shall come, we *T. G. and R. Y.* of, &c. merchants and copartners, and [here were inserted the names of the other creditors] creditors of *Arthur Andrews* of, &c. send greeting, Whereas the said *Arthur Andrews* is indebted unto us in the several sums of money mentioned and set down

The debtor being unable to pay the whole of his debts, proposes to pay 10 s. in the pound, by promissory notes.

## Original Precedents

down in the schedule hereunder written, the whole of which by reason of several losses and misfortunes which have happened unto him in trade and otherwise, he is become disabled to pay and satisfy; but being willing and desirous so far as in him lies, and his present circumstances will permit, to discharge all and every his debts, he hath proposed to us his said several creditors, parties hereto, as the utmost satisfaction he is able to make, to pay and secure unto each and every of us ten shillings in the pound for every pound, or sum of twenty shillings, now by him due and owing unto us his said several creditors, for and on account of our respective debts in manner following; (that is to say) by his, the said *Arthur Andrews*, delivering unto each and every of us his said creditors, within the space of thirty days next ensuing the day of the date of these presents, one promissory note signed by him the said *Arthur Andrews*, bearing even date herewith, payable to us respectively or order, three months after the date thereof, for such a sum of money as will amount to pay each and every of us the said creditors of the said *Arthur Andrews*, the full sum of five shillings in the pound for every pound or twenty shillings, of our respective debts; and also by his the said *Arthur Andrews* delivering unto each and every of us his said creditors, within the said time of thirty days next ensuing the day of the

date

date of these presents, one other promissory note signed by him the said *Arthur Andrews*, bearing even date herewith, payable to *Bridges Barry* of *Cheapside* in the city of *London*, silk-man, or his order, six months after the date thereof, for such a sum of money as will amount to pay each and every of us the said creditors of the said *Arthur Andrews*, the further sum of five shillings in the pound for every pound, or twenty shillings, of our respective debts, and each of the said last mentioned notes to be indorsed by the said *Bridges Barry* to us the said creditors respectively: *And we the said creditors, parties hereto, being contented and satisfied with such proposal of him the said Arthur Andrews, have agreed to accept of the said sum of ten shillings in the pound for every pound, or twenty shillings (to be secured as aforesaid) in full satisfaction and discharge of our said several and respective debts.* Now

which the creditors have agreed to accept.

The composition.

*KNOW YE that we the said several creditors of the said Arthur Andrews, parties hereto, do for ourselves severally and respectively, and for our several and respective executors, administrators, and assigns, covenant, compound, and agree to and with the said Arthur Andrews, his executors and administrators, to accept, receive, and take from the said Arthur Andrews the said promissory notes (to be signed by the said Arthur Andrews, and made payable to us respectively, or order, for the first payment of*

## Original Precedents

Licence granted  
to the debtor to  
dispose of his  
effects.

five shillings in the pound, and the said promissory notes to be signed by the said *Arthur Andrews* and indorsed by the said *Bridges Barry* for the last payment of five shillings in the pound as aforesaid) in full discharge and satisfaction of the several debts and sums of money which the said *Arthur Andrews* doth owe unto us the said creditors, parties hereto: AND we the said several creditors do, for ourselves severally and respectively, and for our several and respective executors, administrators, and assigns, covenant, promise, and agree to and with the said *Arthur Andrews*, his executors and administrators, that he the said *Arthur Andrews*, his executors and administrators, shall and may from time to time, and at all times hereafter until default shall be made in the delivery of the said notes, signed by the said *Arthur Andrews*, and payable to us respectively, or order, for the first payment of five shillings in the pound, or the said notes signed by the said *Arthur Andrews*, and indorsed by the said *Bridges Barry*, for the last payment of five shillings in the pound, according to the true intent and meaning of these presents, or in the payment thereof, assign, sell, or otherwise dispose of his goods, chattels, wares, and merchandizes, at his own free will and pleasure, for and towards the payment and satisfaction of the said ten shillings in the pound for each and every pound or twenty shillings that he

the  
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the fa

the said *Arthur Andrews* owes unto us as aforesaid; AND the said creditors, parties to these presents, in consideration that the said sum of ten shillings in the pound for every pound or twenty shillings so due and owing unto us from the said *Arthur Andrews*, shall be well and faithfully secured and paid in manner and form aforesaid, and according to the true intent and meaning of these presents, do hereby for ourselves severally and respectively, and for our several and respective heirs, executors, and administrators, remise, release, and for ever quit claim unto the said *Arthur Andrews*, his heirs, executors, and administrators, and every of them, all and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings, obligations, debts, dues, duties, reckonings, accounts, sum and sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages, and demands, whatsoever, both at law and in equity, or otherwise howsoever, which against him the said *Arthur Andrews*, we or any or either of us, ever had, now have, or which we any or either of us, or any or either of our heirs, executors, or administrators, shall or may have, claim, challenge, or demand, for or by reason or means of any act, matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents; AND we the said creditors, whose debts are mentioned

A release from  
the creditors.

Covenant from  
the creditors by  
bonds and notes,  
to deliver up the

## Original Precedents

securities to the debtor on the notes, for payment of the composition being delivered to them.

in the schedule hereunder written, to be due and owing to us from the said *Arthur Andrews* on bonds and notes, do hereby severally and respectively, and for our several and respective executors and administrators, covenant, promise and agree to and with the said *Arthur Andrews*, his executors and administrators; that upon his the said *Arthur Andrews*, delivering or causing to be delivered unto us respectively, such promissory notes signed by the said *Arthur Andrews*, and payable to us respectively, or order, for the first payment of five shillings in the pound, and the said promissory notes to be signed by the said *Arthur Andrews* and indorsed by the said *Bridges Barry* for the last payment of five shillings in the pound, according to the true intent and meaning of these presents; we the said creditors respectively, to whom the same shall be so delivered, shall and will immediately after the delivery thereof, deliver up to the said *Arthur Andrews*, or such person or persons as he shall authorise to receive the same, all such bonds, promissory notes, and other securities, under the hand of the said *Arthur Andrews*, which we, any or either of us respectively now have in our hands, custody, possession, or power: PROVIDED always, that if the said notes so to be signed by the said *Arthur Andrews*, and payable to us respectively, or order, as aforesaid; or the said notes so to be signed by the said *Arthur Andrews*, and indorsed

Proviso for avoiding this deed, if default be made on the delivery or payment of the notes.

dorsed by the said *Bridges Barry* as aforesaid, be not delivered into the hands, possession, or power of us the said creditors, parties hereto, respectively, according to the true intent and meaning of these presents, within the said space of thirty days next ensuing the date hereof; or if the said notes shall not be paid at the respective times when the same shall become due and payable, or within three days next after, THEN the above release, and every other clause, matter, and thing in this present deed of composition contained, as, to, or against the person or persons to whom such default shall be made, shall cease, determine, and be utterly void, any thing herein before contained to the contrary thereof in anywise notwithstanding.

IN WITNESS, &c.

Approved by  
Mr. FAZAKERLY.

## Copartners.

*A Deed of Copartnership between Apothecaries.*

No. I.

THIS INDENTURE made the 31<sup>st</sup> day of January, in the fourteenth year of the reign of our sovereign Lord George the Third, by the grace of God, of Great Britain, France, and Ireland, king, defender of the faith, &c. and in the year of our Lord 17—, Between *Thomas*

Z z 3

True-

## Original Precedents

A trade hath  
been carried on  
by one of the  
parties.

They have a-  
greed to become  
copartners.

The covenants.

*Trueman of Oxford Street, in the parish of Saint Mary le bone, otherwise Marybone, in the county of Middlesex, apothecary of the one part; and George Gregson of the same place, apothecary, of the other part; Whereas the said Thomas Trueman hath by great pains, industry, and expence, and in the course of many years practice, acquired a good, beneficial, and extensive trade, in the business of an apothecary; And whereas the said Thomas Trueman and George Gregson in consideration of the special trust and confidence, they mutually have and repose in each other, and in order to increase their respective fortunes, have agreed to become copartners in the art or business of an apothecary, and that the same shall be carried on upon the terms, conditions and restrictions hereinafter mentioned; and the said George Gregson, in consideration of being admitted into one fourth part or share with him the said Thomas Trueman in the said business or art of an apothecary, hath agreed to use his utmost care and diligence in carrying on the said business, and not to require so strict an attendance therein from the said Thomas Trueman. Now THIS INDENTURE WITNESSETH, and each of the said parties for himself, his executors, and administrators, doth covenant, promise, and agree to and with the other of them, his executors and administrators by these presents, in manner following; (that is to say)*

That

That from the day of the date of these presents they the said *Thomas Trueman* and *George Gregson* shall and will become and continue partners and joint dealers in the joint trade or business of an apothecary in buying and selling all sorts of drugs and medicines necessary and incident to the said business, and in administering the same and in giving advice to patients for and during and unto the full end and term of fourteen years determinable in such manner as is herein after more particularly mentioned, under and according to the conditions, provisoies, and terms of agreement herein after contained. AND for the more effectual carrying on the said joint trade or business, they the said parties have mutually agreed that one fourth part of the stock of drugs, medicines, fixtures in the shop and laboratory, implements, and utensils which are the entire property of the said *Thomas Trueman*, and are mentioned and inserted in an inventory or particular thereof contained in a book signed at the foot thereof by each of said parties, shall be purchased by the said *George Gregson*. AND THAT the said stock, and all the profits and interest of the said partnership business and all losses attending the same shall be from time to time during the continuance of this co-partnership divided into four equal parts; three of which four parts, the said *Thomas Trueman*, his executors and administrators shall be entitled to have

The parties are  
to continue in  
co-partnership  
as apothecaries  
for 14 years.

The coming in  
partner to pur-  
chase one-fourth  
of the stock in  
trade.

The profit and  
loss to be divid-  
ed into four  
equal parts,  
three whereof  
to belong to  
one party, and  
one to the  
other.

and receive, and shall and will bear and pay three fourth parts (the whole into four equal parts to be divided) of all debts and losses which shall from time to time be incurred by, or happen in or to the said partnership business. AND that the said *George Gregson*, his executors, and administrators shall be entitled to have and receive the remaining one fourth part of the said joint stock, and the interest and profits thereof, and shall and will bear and pay one fourth part of such debts and losses as aforesaid. AND THIS INDENTURE FURTHER WITNESSETH, that for and in consideration of the sum of —— pounds of lawful money of *Great Britain* to him the said *Thomas Trueman* in hand well and truly paid by the said *George Gregson*, at and before the sealing and delivery of these presents (being one fourth part of the appraised value of the stock of drugs, medicines, and other things of the said *Thomas Trueman* hereby intended to be assigned) the receipt whereof the said *Thomas Trueman* doth hereby acknowledge and thereof and off and from every part thereof, doth hereby acquit, exonerate release, and for ever discharge the said *George Gregson*, his executors and administrators. He the said *Thomas Trueman* hath bargained, sold, and assigned, and by these presents doth bargain, sell, and assign unto the said *George Gregson*, all that one fourth part (the whole into four equal parts to be divided)

The assignment  
of one fourth of  
the stock.

divided) of and in all the drugs, medicines, fixtures in the shop, laboratory, instruments, utensils, and other things of the said *Thomas Trueman* more particularly mentioned, and set forth in the inventory or particular thereof, signed by the said parties to these presents as aforesaid. *To have, hold, receive, and take all and singular the said one fourth part of, and in the said premises hereby bargained, sold, and assigned, or intended so to be unto the said George Gregson, his executors, administrators, and assigns, as his and their own proper goods and chattels absolutely and for ever.*

AND THIS INDENTURE FURTHER WITNESSETH that it is also agreed between the said parties to these presents, that the said joint business shall, during the continuance of this copartnership be carried on and exercised in the shop belonging to the dwelling-house of him the said *Thomas Trueman* in *Oxford street* aforesaid, or in such other shop or house within the said parish of *Marybone*, as he the said *Thomas Trueman* shall at any time think convenient. AND that the said *George Gregson* shall constantly reside in or near the said house or wherever else the business of the said co-partnership shall happen to be exercised, and shall and will give close and constant attention, industry and attendance therein, *but that the said Thomas Trueman shall and may be at liberty to reside in town or in the country, and to give such attendance*

Where the busi-  
ness shall be  
carried on.

The coming in  
partner shall re-  
side on the spot,  
and behave di-  
ligently, &c.

but the other  
partner may be  
absent.

## Original Precedents

The first partner may retain 60 l. out of the profits for rent.

tendance and application only as shall be agreeable and convenient to him in that respect. AND that the annual sum of sixty pounds shall be allowed to the said *Thomas Trueman* (and he is hereby authorised to deduct or retain the same) out of the profits arising from the business of the said co-partnership for the rent of the shop, parlour, laboratory and still house parts of the said house of the said *Thomas Trueman*, which are to be made use of for the carrying on of the said joint business, and also the rent or rents of any other house or warehouse which shall be taken and hired at any time or times hereafter during the said co-partnership for carrying on the said business, together with all taxes, repairs, and charges attending the same, and also, that three chaldron of coals per annum for the use of the shop, parlour, laboratory and stills and a sufficient supply of drugs, and all servants wages, lamps, and candles, and all other petty expences incident or necessary to the carrying on of the said business, shall from time to time be paid for and discharged out of the profits arising therefrom. AND IT IS FURTHER agreed between the said parties to these presents, that the said *Thomas Trueman* shall have the sole power, management, and direction in and about hiring and discharging the journeymen or servants to be employed in carrying on the said business, and of giving or allowing them such wages, and

entering

Three chaldrons of coals for the shop, &c. drugs, servants wages, lamps, candles, and petty expences, to be defrayed out of the profits.

The first partner to hire and discharge servants,

entering into such contracts with them as he shall from time to time judge convenient and proper ; and that the said *Thomas Trueman* shall have full licence, liberty, and power to charge the profits of the said business with the payment for the hire of a chariot, coachman, and pair of horses during such part of the year as he shall think proper to make use of the same in visiting the patients of the said co partnership after the rate of one hundred and fifty pounds by the year. AND IT IS FURTHER AGREED by and between the said parties to these presents, that all apprentices, journeymen and servants to be employed in and about the said joint business shall be provided with proper and sufficient board and lodging by the said *Thomas Trueman*, and that he the said *Thomas Trueman* shall during the continuance of this copartnership be paid and allowed out of the said copartnership stock, and the profits thereof, for the board and lodging of each apprentice and journeyman, after the rate of twenty-five pounds *per annum*, and after the rate of twenty pounds for the board and lodging of every porter, and which said several last mentioned sums or annual payments, he the said *Thomas Trueman*, shall and may lawfully in every year take out of the said joint stock, and the profits thereof by equal quarterly payments, and the said *George Gregson* agrees to undertake to provide such board and lodg-

and have power  
to charge the  
profits with the  
hire of a chariot.

The first part-  
ner to provide  
the apprentices  
and servants  
with board, &c.  
out of the pro-  
fits.

The rate of  
allowances for  
the board of  
servants.

The coming in  
partner is to  
provide board  
and lodging for  
the servants  
upon similar  
terms if requir-  
ed.

## Original Precedents

Books of account to be kept by the coming in partner, &c.

ing, under the terms and conditions, and for the persons aforesaid whenever the said *Thomas Trueman* shall think fit or desire to discontinue the same on his giving at least one week's notice of such his desire to the said *George Gregson*. And it is hereby further agreed by and between the said parties to these presents that proper books shall be provided at the joint expence of the said parties wherein the accounts of the said copartnership shall from time to time be regularly and constantly charged and entered in such manner and form as other persons of the same business usually do or ought to do and that same shall be constantly posted up every month and the bills from time to time written or copied thereout by the said *George Gregson* by the advice, and under the inspection of and at the charges or prices to be fixed by the said *Thomas Trueman* previous to the copying out and delivery of the same. And in particular that a book shall be kept for the entry of the account of cash to be received and paid on account of the said joint business, and that all such books of account and all bonds bills' notes and securities and all accounts, evidences, and writings relating to this copartnership, shall be kept in some place or places within or adjoining to the shop where the partnership shall be from time to time carried on and managed, whereto each of the said parties

parties shall be at liberty to resort at all times, and to have the sight, perusal, and examination thereof, and to take copies or extracts of all or any part thereof, without any let or denial whatsoever; and that neither of the said parties shall secrete or remove any of such books, securities, evidences, or writings as aforesaid; AND for the more orderly carrying on the said trade or business, it is also agreed by and between the said parties to these presents, that neither of them shall in any wise deal or practise in the business or art of an apothecary, or in any other business whatsoever, during this co-partnership, other than for their mutual benefit and advantage (save and except as is agreed with respect to the said *Thomas Truemans* by these presents) AND FURTHER that each of them shall and will, from time to time during the continuance of this co-partnership, be just, true, and faithful to each other in all their transactions, accounts, and dealings, concerning or relating to the said partnership; And that it shall and may be lawful to and for the said *Thomas Truemans*, to have the care and custody of the money arising from the sale of drugs, payment of bills, or otherwise, from or on account of the said partnership, (he paying thereout all necessary bills, charges, or expences due from, or relating to the said business), until the time of settlement or annual division hereinafter particularly mentioned: And also that the said partnership estate and effects

shall

The parties are  
not to carry on  
business sepa-  
rately.

The parties to  
be just to each  
other.

The head part-  
ner may keep  
monies till set-  
tlement.

The partnership effects not to be liable to separate debts.

What monies the parties may take out of the effects.

shall not at any time be attached, seized, extended, charged, or incumbered with, or for any private or particular debt or duty of either of the said parties, but that such private debt shall from time to time be born, paid, and discharged by the party charged therewith, out of his particular separate estate, not included in the said partnership; AND FURTHER, that neither of the said parties shall or will without the consent of the other, take out or employ for his own particular use or occasions, any money, security, or drugs belonging to the said joint stock, at any time during the continuance of the said co-partnership, other than and except the sum of twenty-four guineas, hereby agreed to be taken out monthly, by the said *Thomas Trueman*, and the sum of eight guineas, also hereby agreed to be taken out monthly, by the said *George Gregson*, for their respective expences, and that in case either of the said parties shall at any time or times during the continuance thereof, without the consent of the other of them, take out of the said joint stock, any other sum or sums of money than as aforesaid, and as hereinafter mentioned, then the party or parties taking out the same, shall be answerable or accountable to the said partnership estate for so much money as he shall so take thereout, without such consent as aforesaid, and the share of the party of and in the said joint estate, shall be subject and

and liable to make good the same, with interest, after the rate of five pounds *per centum, per annum*; AND IT IS FURTHER AGREED by and between the said parties to these presents, that upon the 25th day of *March*, which will be in the year of our Lord 17 —, and so afterwards annually, on the 25th day of *March* in every year during the continuance of this co-partnership, a general account shall be taken, settled, and stated, by and between the said parties, touching the said joint trade or business, and the stock, increase, profit, value, and loss thereof, and likewise of all debts and sums of money owing and payable to, or by the said co-partners in respect of the said joint business, and that all and every such account and accounts, or extracts thereof, shall from time to time be fairly written and entered into two several books to be kept for that purpose, in such manner as that such stated account may appear clear and intelligible, at the close of which extracts or entries, in such several last mentioned books, the said parties shall severally subscribe their names, signifying their approbation and consent to the stating of such accounts, and each party shall have and keep one of such books so signed, in his own custody, which said accounts so passed and subscribed, shall be binding and conclusive, and shall not be called in question, unravelled, or varied, unless some error shall be discovered

within

The annual settlement.

within two years next after the same shall be so passed and subscribed as aforesaid, and certified in writing by the party discovering the same to the other of the said parties, or unless some manifest error shall appear on the face of such accounts so passed and subscribed as aforesaid; *And it is also agreed, that upon the balancing and settling such annual account, the neat profits appearing to be gained by the said partnership stock, and by the said business, shall be divided between the said parties, in proportion to their respective shares in the same, that is to say, three-fourth parts thereof shall be had and received by the said Thomas True-man, and the remaining fourth part, shall be had and received by the said George Gregson;* PROVIDED ALWAYS, and it is further agreed, by and between the said parties to these presents, that it shall and may be lawful to and for each of the said parties respectively, and he is hereby authorised, to retain and keep to his own separate use, *all fees* or gratuities for bleeding, and all fees and presents, over and above the common charge for the business, for which such fees, gratuities, or presents, shall be from time to time paid to him, without bringing the surplus to the account of or entering the same in the books of the said co-partnership: PROVIDED ALSO, and it is hereby further agreed by and between the said parties, that notwithstanding this co-partnership

*What monies  
the parties may  
apply to their  
separate use.*

*Proviso allowing  
the head part-  
ner to have the  
separate benefit  
of certain baths.*

it

it shall and may be lawful to and for the said *Thomas Trueman*, his executors, administrators, and assigns, to have, retain, possess, and enjoy, to and for his and their own separate use and emolument, all and singular the benefit, profit and advantage whatsoever, which shall or may accrue or arise from certain baths, situate at *Paddington*, in the said county of *Middlesex*, belonging to the said *Thomas Trueman*, save and except nevertheless all benefit and advantage which may arise from the purchase of and administering medicines drugs, and of employing a servant or journeyman therein, should the same at any time be found necessary; it being agreed between the said parties, that such medicines, drugs, and journeyman, or servant, shall be found and provided out of the joint stock, and at the expence of the said copartnership, and that the profits arising by the sale thereof, or by the bills, to be from time to time therefore made, out shall go and accrue to the said copartnership, and shall be divided between the said parties, at the times and in the respective proportions beforementioned, concerning the profits of the said copartnership busines: AND it is also further covenanted and agreed by and between the said parties to these presents, and the said *Thomas Trueman*, doth for himself, his executors and administrators, covenant, promise, and agree to and with the said *George Gregson*, his executors and administrators that if at any time during the said

Except as to a  
journeyman, at  
such baths and  
drugs there sold,  
the profits  
whereof are to  
belong to the  
copartnership.

The coming in  
partner quitting  
the busines to  
be repaid his  
share.

## Original Precedents

term of fourteen years, the said *George Gregson*, shall be necessitated or compelled to quit the said business, on account of a bad state of health, or any other inevitable accident, that then and in such case the said *Thomas Trueman*, his executors or administrators, shall and will immediately on such event pay or cause to be paid unto the said *George Gregson*, one fourth part of the full appraised value of the stock which shall be then belonging to the said copartnership, and of the money then in hand, after deducting the several debts which shall be then due and owing from the said copartnership which he the said *Thomas Trueman* will satisfy and discharge, with the money so to be deducted, on his the said *George Gregson* executing such re-assignment and bond as hereinafter mentioned, and that all debts which shall be then outstanding and due to the said partnership, shall be respectively shared and divided according to the respective share and proportion of the said parties therein, when and so soon as the same can be from time to time got in and received; AND ALSO, that in case the said *George Gregson* shall happen to die during the continuance of this partnership, he the said *Thomas Trueman*, his executors or administrators, shall and will within three months after such his decease, pay or cause to be paid unto the executors or administrators of the said *George Gregson*, one fourth part of the full appraised

As to his death.

praised value of the stock which shall belong to the said copartnership, at the time of the decease of the said *George Gregson*, and of the money then in hand, after deducting the debts then due from the said copartnership, which he the said *Thomas Trueman*, shall and will satisfy and discharge with the money so to be deducted, and thereof, and therefrom, shall and will save harmless and keep indemnified the said executors and administrators of the said *George Gregson*, and that the share or proportion of the said *George Gregson*, of in and to the several debts, which at the time of such his decease shall be due and owing to the said copartnership, shall be paid to his said executors or administrators, when and so soon as the same shall be from time to time got in and received; AND the said *George Gregson*, doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said *Thomas Trueman*, his executors, and administrators, that on the said *Thomas Trueman*, paying to the said *George Gregson*, such one fourth part of the appraised value of the said joint stock, and of all money then in hand, (after such deductions as aforesaid) and otherwise fulfilling his covenant in that respect contained as aforesaid, he the said *George Gregson*, shall and will at the costs and charges of the said *Thomas Trueman*, re-assign and make over unto the said *Thomas Trueman*, his executors,

If the coming in  
partner quits  
the business he  
is to reassign his  
share.

## Original Precedents

administrators, and assigns, all that his one fourth part or share of and in the said then joint stock, and all his benefit, property, and claim therein and thereto; and also shall and will duly enter into and execute a bond to the said *Thomas Trueman*, whereby he shall and will bind himself, his heirs, executors, and administrators, unto the said *Thomas Trueman*, his executors, administrators, and assigns, in the penalty of two thousand pounds, conditioned to be void, in case the said *George Gregson* shall not at any time from and after such his quitting the co-partnership business and receipt of his share of the stock as aforesaid, practise as or carry on the business of an apothecary at any time thereafter, during the said term of fourteen years, by himself, or jointly with any other person or persons within the city of London or within the distance of ten miles therefrom; AND it is further agreed by and between the said parties to these presents, that in case either of the daughters of the said *Thomas Trueman* shall happen to marry an apothecary, the said *Thomas Trueman* shall be at liberty and have full power to introduce such person as a partner in the said trade or business, and to grant and assign to such person, such part or share of his the said *Thomas Trueman's* three fourth parts, of and in the said joint stock and business, as he shall think proper, subject to the several terms and conditions of the said partnership herein contained,

and give bond  
not to carry on  
business in or  
within ten miles  
of London.

The head part-  
ner shall have  
power to intro-  
duce another  
partner,

tained, and without prejudice to the interest of the said *George Gregson*; But in case before any such event shall happen, the said *Thomas Trueman*, shall be minded and desirous to dispose of one fourth part of the said joint business, the said *George Gregson* is to have the preference or refusal thereof on the following terms, (that is to say), the said *George Gregson* to pay to the said *Thomas Trueman*, the full value of one fourth part of the stock of medicines, drugs, and other things then belonging to the said co-partnership, the same to be appraised, and the price fixed by two persons, of whom each of the said parties to nominate one, and also to pay to the said *Thomas Trueman* two years purchase of the profits of the said one fourth part, the same to be calculated by the average amount of the clear profits thereof, for the three preceding years; and if the said *George Gregson* shall refuse or neglect to compleat the purchase of such fourth part, on the terms and conditions aforesaid, the said *Thomas Trueman* is to be at liberty to dispose thereof, to any indifferent person regularly brought up to the profession or business of an apothecary, willing to take the same and become a partner in the said business; AND the said *George Gregson*, doth for himself, his executors and administrators, covenant, promise, and agree, to and with the said *Thomas Trueman*, his executors and administrators by these presents, in man-

or he may dispose of a fourth part, and the coming in partner is to have the preference under certain terms.

If the head partner shall quit business the other shall during the term pay to him or his executors one moiety of the profits,

## Original Precedents

ner following, (that is to say) in case the said *Thomas Trueman* shall at any time during the said fourteen years, be inclined to quit, and shall accordingly quit the said business, he the said *George Gregson* shall and will from time to time account with and pay to the said *Thomas Trueman*, for one moiety or half part of the neat profits of the said business, during all the then remainder of the said term of fourteen years, and in case of the death of the said *Thomas Trueman*, during the said term of fourteen years, then that he the said *George Gregson* shall and will from thenceforth, well and truly pay to and account with the executors or administrators of the said *Thomas Trueman*, for such moiety of the neat profits of the said business, from time to time as the same shall arise, or upon such annual settlement as aforesaid, during all the then remainder of the said term of fourteen years, if he the said *George Gregson* shall so long live; *Provided* the said *George Gregson* shall, previous to either of the said events, have purchased another fourth part of the said business: but in case he shall have declined or neglected to make such purchase of such fourth part, and in consequence thereof, such fourth part shall have been sold to another, or in case the said *Thomas Trueman* shall have assigned the said fourth part to such person so becoming his son in law as aforesaid, then and in such case, the said *George Gregson*, and such other

if he hath pur-  
chased another  
fourth part

and in default  
thereof then if  
another partner  
has been taken  
into business the  
moiety of the  
profits is to be  
paid between  
them.

other person so becoming a partner with him as aforesaid, shall and will account with and pay to the said *Thomas Trueman*, or in case of his decease, with his executors or administrators, for a moiety of the neat profits of the said trade or business, from thenceforth for and during all the then remainder of the said partnership term of fourteen years, if the said *George Gregson*, and such other partner, or either of them shall so long live; AND FURTHER, that in case the said *Thomas Trueman* shall happen to die before he shall have disposed of any part of his present share or interest in the said partnership business, then and in such case, that he the said *George Gregson* shall and will within six calendar months next after the decease of the said *Thomas Trueman*, well and truly pay or cause to be paid unto the executors or administrators of the said *Thomas Trueman*, the sum of four hundred pounds of lawful money of Great Britain and also one fourth part of the value of the then copartnership stock at the value it shall then be estimated or appraised by two persons, one of whom to be nominated by the said *George Gregson*, and the other by the said executors, or administrators of the said *Thomas Trueman* as and for a consideration (and which shall be by them so accepted) for the said *George Gregson* becoming intitled to have receive and enjoy and actually receiving and enjoying one other fourth part or share of the

In case of the death of the principal partner the other is to pay to his representative 400 l. and a fourth part of the stock, at an appraisement, whereupon he is to be intitled to another fourth part of the business,

## Original Precedents

and shall pay  
a moiety of the  
profits of the  
whole business  
during the term  
to the deceased  
partner's repre-  
sentative.

**At the end of**  
**the copartner-**  
**ship the effects**  
**are to be pro-**  
**portionally di-**  
**vided.**

said then joint stock of the said business, and all profits and advantages which shall or may from time to time from thenceforth arise or be produced for or in respect of such part or share. And that he the said *George Gregson* shall and will from thenceforth, for and during all the remainder of the said partnership term of fourteen years, which shall be then to come well and faithfully account with and pay to the said executors or administrators of the said *Thomas Trueman* an equal moiety or half part of the profits and advantages which shall from time to time arise and be made from the said joint business. AND it is hereby declared and agreed, by and between the said parties to these presents, that at the expiration of the said term of fourteen years, or other sooner determination of the said copartnership; the said joint stock of drugs, medicines, and other things, and the money then in hand belonging to the said copartnership, and the bonds bills, notes, or other securities whereon the same shall be then placed or invested, together with the several debts which shall be then outstanding and due to the said copartnership when and so soon as the same shall be from time to time got in and received, after deducting all debts which shall be then due or owing from the said copartnership, shall be shared and divided by and between the said parties to these presents, or the persons then entitled

titled thereto, or their respective executors or administrators according to their several and respective rights, interest, share, and proportion of, in, or to the same. AND it is also agreed by and between the said parties to these presents for themselves severally and respectively, and for their several and respective executors and administrators, that if at any time or times hereafter any difference or controversy shall arise or happen between the said parties, or between the survivor of them, and the executors or administrators of such deceased partner, touching the said joint business stock or profits thereof, or the settling of any account or accounts relating thereto, or any other matter or thing touching the said co-partnership or any thing herein contained, that all such differences shall be from time to time referred to the award, final end, and determination of two indifferent persons, whereof each party shall nominate one, and that if the said two persons shall not agree, the matters in difference within the space of one month next after the same shall be referred to them, that then it shall be in the power of the said arbitrators to nominate a third person as umpire between the said parties, who shall have power to determine all matters in difference between them within the space of one month next after the reference shall be made to him as aforesaid, and that the said parties, their executors

Power to refer  
disputes to ar-  
bitration.

or

or administrators shall attend such arbitrators and umpire, and acquaint them of the matters in difference, and of their several allegations in relation thereto, at such time and place as the said arbitrators or umpire shall appoint, and that in every such case, each and every of the said parties, their and each and every of their executors or administrators shall and will from time to time, on their and each and every of their parts and behalves, well and truly obey, abide by, and perform such award, order, and determination of and upon the matters and things so to be referred, as the said arbitrators, or umpire shall make or set down in writing under their hands and seals for that purpose, so that the same be made and ready to be delivered to the several parties in difference, or such of them as shall desire the same, within the respective times hereinbefore limited for that purpose. IN WITNESS, &c.

I have perused this draft and approve thereof,  
J. H.

No. II.

*A Deed of Copartnership between the Proprietors  
of a Bathing-house.*

THIS INDENTURE of fourteen parts, made the \_\_\_\_\_ day of \_\_\_\_\_ in the eleventh year, &c. 17—, between Henry Hart of, &c. of the first part; John Aws, of, &c. doctor of physick

physick of the second part; *John Rand*, of, &c. of the third part; *Samuel Sherd* of, &c. of the fourth part; *Leab Hume* of, &c. of the fifth part; *George Owd* of, &c. of the sixth part; *Harry Tile* of, &c. of the seventh part; *Jenkin James* of, &c. of the eighth part; *Joseph Ambrose* of, &c. of the ninth part; *William Weldy* of, &c. of the tenth part; *Robert Hod* of, &c. of the eleventh part; *Robert Kee* of, &c. of the twelfth part; *Samuel Smith* of, &c. of the thirteenth part; and *George Moss* of, &c. of the fourteenth part. WHEREAS the several abovenamed parties to these presents, did in the month of — last past, come to an agreement amongst themselves to become co-partners and undertakers, and jointly concerned and interested as proprietors in the several shares and proportions hereinafter mentioned for and in the erecting, setting up and completing a certain house, edifice and building, with all proper and necessary conveniences at — in the said county of — to be used as a bathing-house for the reception and accommodation of persons coming and residing there for the end, and design of sea-water bathing and other purposes, and also for the management, conducting, and carrying on of the said undertaking, and the business and affairs thereof for the joint and mutual benefit, profit and advantage, and at the joint and mutual charge and expence, risque and hazard of the

The parties  
agreed to erect  
a bathing house  
and become  
joint proprie-  
tors thereof.

## Original Precedents

One of the parties was employed to procure the purchase or grant of a piece of ground.

A grant from the lord of the manor of a piece of ground.

the said several parties hereunto in the shares and proportions before referred to. And whereas in pursuance of the said agreement, and towards carrying the same into execution, he the said *John Aws*, as well for and on the behalf of himself, as also of all other the said parties to these presents, and upon their nomination and by and with their privity, assent, and concurrence applied to and contracted and agreed with the lord of the manor of —— aforesaid, for the purchase or grant of all that piece or parcel of ground at —— aforesaid, and lying and being within the said manor and on the west side of and near or adjoining to a certain place at —— aforesaid, called or known by the name of *The Pool* there containing by estimation — rods or thereabouts, to the intent and purpose of erecting and building the said bathing-house thereon, or on some part thereof; and accordingly at a court baron held for the said manor on or about the — day of — last past, the lord of the said manor did then and there grant to the said *John Aws* seisin by the rod on the — day of — last past, the said piece and parcel of ground with all and every of the appurtenances thereto belonging; And also the free liberty and leave of making a well or wells, and of laying pipes for the supplying the said Bathing-house and the baths in and belonging to the same, with water, and other privileges and conveniences, To hold to him the

the said *John Aws*, his heirs and assigns for ever, of the lord, at the will of the lord, according to the custom of the said manor, by fealty, suit of court, and the yearly rent of six pence, and the services therefore due, and of right accustomed; and the said *John Aws* gave to the lord the fine of —— pounds for such his estate, and entry into the same premisses, and thereupon was admitted tenant thereto accordingly, as by the court rolls kept for the said manor, may more fully and at large appear: *And whereas* the said parties to these presents, have at their joint and mutual cost and expence (made up and contributed in the several shares and proportions hereinafter mentioned) erected, and built, and compleatly finished, upon the said piece or parcel of ground so granted by the lord of the said manor of —— to the said *John Aws* as aforesaid, all that new built messuage, edifice, or bathing-house, as the same is now erected, standing and being upon the said piece or parcel of ground, or some part thereof, containing by estimation on the north, east, south, and west sides thereof, forty-five feet of assize or thereabouts; and in and about the same have fixed and set up, sundry baths or bathing-rooms and places, boilers, stoves, pumps, engines, implements, utensils, and other materials, effects, matters, and things proper and convenient and necessarily to be used for the purpose of answering

A bathing-house  
has been erected  
at the expence  
of the parties.

and effectuating the end and design of the said erections, and the management and carrying on of the said joint copartnership undertaking, the full and true particular, account and inventory of which said bathing-house, and the several fixtures, effects and things in and about the same, and now belonging to the said undertakers, parties to these presents, are entered and wrote down, comprised and specified in fourteen several books, marked on the back thereof respectively with the letters *C. B. B.* meaning the initial letters of *C*—  
*Bathing-house Book*, and severally subscribed by all the said parties; and each of the said books referring to these presents, and to which these presents do likewise refer; and one of which said books so subscribed and referring as aforesaid, hath on or before the day of the date hereof, been delivered to, and is now in the hands, custody, or power of each of the said undertakers or proprietors; and in and about the compleating, setting up, and finishing such erections, building, and premisses aforesaid, they the said proprietors have paid, laid out, expended, and contributed divers sums of money amounting in the whole to the sum of — pounds, in the several parts, shares, and proportions hereinafter mentioned; (that is to say) Each of them the said *Henry Hart*, *John Aws*, and *John Rand*, hath paid, advanced, and

How much the  
respective pro-  
prietors contri-  
buted to the  
expence.

and contributed two full twentieth parts or shares (the whole into twenty parts or shares, equally to be divided) of the said sum of — pounds, for and as their several and respective conventionary proportions thereof; and each of them the said *Samuel Sherd, Leah Hume, George Owd, Harry Tile, Jenkin James, Joseph Ambrose, William Weldy, Robert Hod, Robert Kee, Samuel Smith, and George Moss*, hath paid, advanced, and contributed one full twentieth part or share of the said sum of — pounds, for and as their several and respective conventionary proportions of and in the same; and with which said present joint co-partnership estate and effects, together with such further and other sum and sums of money, goods and effects, as may at any time or times hereafter be found necessary and proper to be advanced and brought in by the said parties in the like shares and proportions and added thereto; they the said parties to these presents, have mutually agreed to manage, govern, carry on, and prosecute the said joint undertaking, and the affairs and business thereof for such term or space of time, and in such shares and proportions as to profit and loss, and in such manner and form, and by, under, and subject to such rules, orders, regulations, directions, terms, and agreements, as are herein after mentioned, expressed and declared, or referred unto, of and concerning the same. Now THIS INDENTURE WITNESSETH,

That

## Original Precedents

The parties are  
to continue in  
copartnership  
for 99 years.

That the said *Henry Hart, John Aws, John Rand, Samuel Sberd, Leah Hume, George Owd, Harry Tile, Jenkin James, Joseph Ambrose, William Weldy, Robert Hod, Robert Kee, Samuel Smith, and George Moss*, have covenanted, concluded and agreed, and by these presents each of them doth for himself and herself, his and her heirs, executors, and administrators, covenant, grant, promise, conclude, and agree to and with the others and other of them, his, her and their executors and administrators, that they the said *Henry Hart, John Aws, John Rand, Samuel Sberd, Leah Hume, George Owd, Harry Tile, Jenkin James, Joseph Ambrose, William Weldy, Robert Hod, Robert Kee, Samuel Smith, and George Moss*, shall and will remain and continue joint undertakers together, in the business and affairs of the said Bathing-house, and all matters relating thereto; and in supporting, conducting, managing, carrying on and improving the same for their joint and mutual benefit and advantage in the proportions aforesaid, at or in the said bathing-house at \_\_\_\_\_ aforesaid, or such other place or places as they the said parties shall for that purpose agree upon from the day of the date hereof, for and during the full term of ninety-nine years, upon and with their present joint estate, stock and effects, and such increase thereof, and addition thereto, as shall at any time or times hereafter be made by the said parties,

under

under and subject to the several rules, conditions, restrictions and agreements hereinafter mentioned, and such further rules, orders, regulations, and directions, as shall from time to time be made, appointed, agreed to, and established by the major part of the said proprietors who shall be present at any meeting which shall be held pursuant to reasonable notice for that purpose given; and that the joint estate and undertaking, and all transactions relating thereto, shall from time to time, during the continuance thereof, be managed and conducted in the joint names of the said parties, or under the style or firm of "*Hart, Aws, and C— Bathing-house Company,*" to and for the use, benefit, and advantage of each of them the said parties, in the proportions following; (that is to say) Two full twentieth parts or shares thereof, (the whole into twenty parts or shares equally to be divided) to and for the use, benefit, and advantage of each of them, the said *Henry Hart, John Aws, and John Rand* severally and respectively; and one full twentieth part or share thereof, to and for the use, benefit, and advantage of each of them the said *Samuel Sherd, Leah Hume, George Owd, Harry Tile, Jenkin James, Joseph Ambrose, William Weldy, Robert Hod, Robert Kee, Samuel Smith, and George Mosis*, severally and respectively; and that each of the said parties, his and her executors and administrators, shall at all times

The style and  
firm of the  
Company.

during the continuance of this undertaking, and at the determination thereof, have and enjoy a several right, title, and interest, of, in, and to their said several and respective shares of and in the said joint estate and effects, and the gains, profits, and increase accruing from the said undertaking ; and that each of the said parties, his and her executors and administrators, shall and may, upon or after the dissolution or determination of this copartnership, by death or otherwise, receive and take his, her, and their said part, share, or proportion of all and singular the premisses, to his and their own proper use and behoof, in such manner as hereinafter is expressed, without any benefit or advantage to be taken by survivorship ; and that all debts and duties which are or shall be owing by the said parties, by reason of their said joint undertaking, and all losses and damages which shall happen thereto, and all servants wages, and other necessary charges and expences attending the carrying on the same, shall from time to time during this copartnership be allowed, sustained, and born, by and out of the said joint stock and the profits thereof : AND for the better government, regulation, carrying on, and conducting of the said joint undertaking, and the more effectually managing and transacting the affairs and business thereof, and all matters incident and appertaining thereto, for the mutual benefit and advan-

No benefit of survivorship.

Debts, servants wages and losses to be paid out of the profits.

For the government of the undertaking,

advantage of all the said parties, according to their several and respective proportions and interests therein as aforesaid. It is hereby further agreed by and between the said parties to these presents, That a general meeting of the proprietors and parties interested in the said undertaking, shall be had and held yearly and every year during this copartnership, on the first *Monday* in the month of —, in each year, at the bathing-house aforesaid, or at such other place as shall be fixed or agreed upon by the major part of the said proprietors and parties interested; and that at such general meeting eight of the said proprietors shall be annually chosen, selected and delegated by ballot or otherwise, as the major part of the said parties shall think fit, to be and act as, or in the nature of a committee, who shall have, and be invested with, full power and authority to manage, order, oversee, and transact all the affairs and business of the said undertaking, and all matters and things whatsoever relating to or concerning the same, and the making or devising rules, orders, and regulations touching the government, carrying on, and management thereof, to be observed by all the said parties, and the paying, disposing, applying, and managing of all the money to be had or received on account thereof, and the retaining and employing, removing and discharging all manner of servants and workmen necessarily employed in and

a general meet-  
ing of the pro-  
prietors shall be  
held annually,

out of whom  
eight are to be  
chosen a com-  
mittee to ma-  
nage, &c.

about the affairs of the said undertaking; and the appointing, ascertaining, settling, and paying their respective wages, claims and demands, and in all other respects whatsoever, in such way and manner as such committee so to be appointed as aforesaid, or the major part of them, shall from time to time think fit to order, manage and direct the same: and that such committee shall, immediately after such their election and delegation as aforesaid, accept and take upon themselves, and enter upon and exercise the busines and duty of their said office and appointment, and be at liberty to have and hold meetings together, when and where, and as often as to them, or the major part of them, shall seem proper or necessary, upon the businesses and matters relating to the said joint concern or undertaking; so that previous to any such meetings reasonable notice thereof, under the hands of five or more of the said committee shall be given or sent to the others or other of them, specifying and mentioning therein the cause and occasion of such respective meeting, and the nature and purport of the businesses and matters to be transacted thereat, to the end and intent that the judgment and concurrence therein of such of the said committee, who, by reason of remote residence, or other excusable obstructions or impediments, may happen not to be always present at certain of such meetings, may be consulted

sulted and endeavoured to be obtained and acquired by epistolary correspondences, and mutual intercourse in writing. AND IT IS HEREBY FURTHER AGREED, ordered, and declared, by and between the said parties to these presents, That the said committee for the time being, or the greater number of them, shall immediately upon, and after their appointment or delegation as aforesaid, elect and appoint one of themselves to be treasurer, for the purpose of receiving and keeping the money belonging to the said undertaking, and issuing and paying the same agreeably, and pursuant to the order and directions, from time to time, of the said committee, or the major part of them, for the space of one year, to be accounted from the day of such his election ; and that such treasurer, for the time being, shall give security, if required, for the due performance of his trust ; and shall have and be allowed a clerk for the providing and keeping of all necessary and proper books of account, wherein shall be fairly written and entered, a true and perfect account of all the monies which shall from time to time be collected and received by such treasurer or his clerk, or by their or either of their order ; and also a true and perfect account of all such the monies as shall be paid, laid out, or expended, touching or concerning all and every the acts, matters, and transactions relating to the said joint concern and under-

Who are to appoint a treasurer;

3 B 3 taking,

Account to be  
kept by him or  
his clerk.

Auditors to be appointed annually,

taking, and shall have and be allowed for such clerk such moderate and reasonable allowances out of the joint estate as the said committee for the time being, or the major part of them, shall approve and appoint. AND IT IS HEREBY further agreed by and between the said parties to these presents, That the several proprietors and persons interested in the said undertaking, or the major part of them, shall at some certain time and place to be by them appointed and agreed upon, yearly and in each year, meet together, and annually elect and name five persons out of the number of the said proprietors (not being then of the committee) as, and in the nature of auditors, to inspect and audit the several accounts to be stated and made up of and concerning the monies arising or received from, or on account of the said joint concern and undertaking, and the application, payment and disposal of the same; and for that end and purpose, the said committee and treasurer for the time being, shall, on the \_\_\_\_\_ day of \_\_\_\_\_, in every year, at a meeting of the proprietors at large for that purpose appointed, produce, shew forth, and give up a full, just, and true account in writing, of all their transactions, receipts, and payments, which shall be fairly entered in separate books to be provided for that purpose, together with a particular account of all the goods, wares, debts, and effects then belonging to the said parties in

who are to adjust the accounts,

in copartnership, and of all debts and duties then due and owing by or from them on account thereof; and shall cause a true and just valuation to be made of all the particulars included therein, and ascertain the neat amount or value of the said copartnership estate and each proprietor's share thereof, which said account, when allowed and approved of by the said proprietors, or the major part of them, by writing under their hands, at the foot of the said account, shall be a sufficient discharge to such treasurer for the time being, upon his thereupon answering and making good the balance of such yearly account, and paying over the same to such person who shall be chosen treasurer for the year, next ensuing or in such other way or manner as the said proprietors, or the major part of them, shall in that behalf approve and direct; and that at or after the finishing and adjusting of every such yearly account, they the said parties shall make such dividends out of the clear and neat gains of the said business, in proportion to their several shares therein, as shall be then mutually agreed on amongst them.

AND IT IS HEREBY FURTHER AGREED by and between the said parties to these presents, that in case the treasurer or any member of the said committee for the time being, shall happen to die, or shall neglect or refuse to take upon him the said office, or act contrary to the

Whereupon a  
dividend is to  
be made,

Treasurer or  
any of the com-  
mittee dying or  
refusing to act  
&c. the pro-  
prietors may  
choose any other  
proprietor or  
proprietors to  
supply their  
place.

trust in him or them reposed, then and in every such case, the major part of the proprietors, present at a meeting assembled for that purpose, shall and may remove such treasurer and members of the committee acting contrary to their trust as aforesaid, from their offices respectively, and elect and choose any other proprietor or proprietors to supply the place of him or them so removed, dying, neglecting or refusing to serve or act as aforesaid.

The parties not  
to be concerned  
in other baths.

*And* that the said parties hereto, or any or either of them shall not nor will during this copartnership, directly or indirectly be interested or concerned in any other baths, or do or cause to be done any act, matter, or thing whatsoever to injure or prejudice this present undertaking. *And* that the said parties to these presents, or any or either of them shall not nor will sell, assign, make over, part with, or dispose of his, her, their, or any of their parts, shares, interests, or proportions of and in the said joint undertaking, or the profits accruing therefrom, or any part of the same without the licence and consent in writing of the major part of the other proprietors or owners of shares therein, under their respective hands first had and obtained for that purpose. **AND IT IS FURTHER COVENANTED** and agreed by and between the said parties hereto, that at or immediately before the expiration of this copartnership, a final and general account and valuation

At the end of  
the copartner-  
ship a general  
settlement to be  
made.

Nor sell their  
shares without  
the assent of the  
major part of  
the proprietors.

valuation shall be made, stated, settled, and adjusted by and between the said parties in manner aforesaid, which shall not at any time thereafter be called in question upon any pretence whatsoever, but shall from thenceforth for ever be finally conclusive and binding to all the said parties, their executors, administrators, and assigns; and upon settling such final account, the said copyhold premisses and all other the said copartnership estate and effects shall be parted, shared, and divided amongst them according to their several and respective proportions, and interests therein, or otherwise sold, ordered, managed, and disposed of, in such way and manner as the then proprietors or owners of the same shall mutually agree on. Provided also, and it is hereby further declared and agreed by and between the said parties to these presents, that in case any of the proprietors or owners of shares in the said undertaking, shall become bankrupt, or insolvent, or happen to die, then and in every such case, the assignee or assignees of every proprietor becoming bankrupt or insolvent, and the executors or administrators of every deceased proprietor shall, in lieu of all further claim out of the said copartnership effects, be immediately paid so much money as shall appear to be his part or share thereof, in and by the then last preceding annual rest or account settled and adjusted in manner afore-

In case any of  
the proprietors  
become bank-  
rupt, &c. the  
assignee is to be  
paid the amount  
of the bank-  
rupt's share  
with four per  
cent. thereon  
from the last  
audit, and no  
more.

aforesaid, together with interest for the same, at the rate of four *per cent. per ann.* and from the day of settling such account; but in case no such yearly account shall have been then before made, then so much lawful money as shall have been brought into copartnership by such party or parties respectively, together with interest for the same, after the rate aforesaid, from the date hereof. AND the said *John Aws* doth hereby for himself, his heirs, executors, and administrators covenant, promise, and agree to and with the several other persons parties hereto, and each of them, their and each of their several and respective executors and administrators, that he the said *John Aws* or his heirs shall and will at the costs and charges of the several proprietors or persons interested in the said undertaking, when thereto requested by the major part of them duly surrender the said copyhold premisses into the hands of the lord of the said manor, to the use of such person or persons as they shall in that behalf nominate and appoint. And shall and will in the mean time stand and be seised or possessed of the same premisses and the fixtures, and other effects in, about, or united to the same, and every part thereof; in trust and for the use and benefit of the several proprietors or persons interested in the said undertaking according to their respective shares and interests therein as aforesaid. AND it is hereby

The person who obtained the grant from the lord of the manor covenants to surrender to such persons as the proprietors shall nominate,

and in the mean time to stand seised in trust for the proprietors.

hereby declared and agreed, by and between the said parties to these presents, that in case any of the said parties to these presents, his, her, or their heirs, executors, administrators, or assigns shall not in all things well and truly observe, perform, fulfil and keep all and singular the covenants, clauses, articles, provisos, conditions, and agreements hereinbefore inserted and contained or referred unto ; and which on his and their respective parts and behalves are or ought to be observed, performed, fulfilled and kept according to the true intent and meaning thereof respectively, that then and in every such case, the person or persons not conforming to, but making default in any of the matters and things aforesaid, shall from thenceforth stand and be absolutely debarred and utterly excluded of and from all benefit and advantage, concern and interest in, to, or out of the said copartnership estate and effects, under or by virtue of this present indenture or otherwise ; and the share and shares, interests or proportions of such defaulter or defaulters therein ; and all increase and benefit to arise therefrom respectively shall be deemed and considered as absolutely forfeited and lost, and shall go to and become the property of the other proprietors who shall conform to and perform the several covenants and agreements aforesaid on their respective parts and behalves, to be observed and performed, according to the

Not observing  
the covenants  
&c. declared a  
forfeiture of  
the stock, &c.  
to the other  
proprietors.

Power to refer  
disputes,

the true intent and meaning thereof, ratably and proportionably according to the several and respective parts, shares, and interests which they shall then have or be intitled unto, of, in, to, or out of the said copartnership or joint estate and effects. And lastly the said parties to these presents, do and each of them doth for himself and herself, his and her executors, administrators, and assigs, further covenant promise, and agree, to and with the others and other of them, his executors, administrators, and assigs by these presents, that if any question or questions, difference or disputes shall happen to arise between them, their executors, administrators, or assigs, or between either of them, and the executors, administrators, or assigs of the others or other of them, or between any of them, and any other person or persons claiming under any or either of them respectively concerning the said joint undertaking and copartnership, or the interest of them respectively therein, or any way relating thereto, or any matter or thing herein mentioned or contained in such case, and as often as it shall so happen, and before any suit shall be commenced or brought by any of the parties or persons between whom such question or questions, difference or dispute shall arise or happen, and to prevent any such suit being brought or commenced as far as in the power of the parties hereto now lies, or

as they can ; and in case the parties or persons between whom such question or questions, difference or dispute shall arise, cannot agree to settle and determine the same between or among themselves, all and every such questions, differences, and disputes, shall be referred and submitted by the parties or persons between whom such question or questions, or disputes shall have arisen, to the consideration, judgment, arbitrament, final determination and award of two competent judges, and indifferent persons, to be named by and between them (the one to be named by the party or persons who shall be interested on one side of such question or questions, and disputes) and any third indifferent person that such arbitrators so chosen (either previous to or after their entring upon the consideration of the matters in question) shall for such purpose think proper to name ; the award of such three persons so to be named, or any two of them shall be finally conclusive and binding to the parties or persons, between whom such matters or questions shall arise, which references of such person or persons respectively, shall be by reciprocal bonds, in a sufficient penalty, and under a proper condition, well and truly to stand to, abide, perform, fulfil, and keep the order, arbitrament, final determination and award, of such persons so to be indifferently chosen and named as afore-

aforesaid, or of any two of them, so as the said arbitrators so to be chosen and named as aforesaid, or any two of them, do make their award in writing, under their hands and seals, and ready to be delivered to the parties or persons submitting thereto, or such of them as shall require the same within twenty days after the day of the date of such bond, and to make void the same as usual in such bonds, and which bonds shall be executed and delivered interchangeably, by and between such parties and persons, between whom such matters in question shall arise, (the one or more of them, to the one or more of the others of them), within twenty days after such matters in question shall happen or arise, or after request shall be made by any of the parties so interested, in writing, under his, her, or their hand or hands, on pain to the party or person refusing, of forfeiting and paying all costs, damages, and expences which shall or may happen, arise, or be occasioned by reason of such refusal; and of all suits that shall be brought or commenced by such party or person refusing, or in consequence of such refusal to the party or persons aggrieved; and that such references and submissions respectively, shall in pursuance of an act of parliament, made in the ninth and tenth years of the reign of his late majesty *William the Third*, (entitled an act for determining differences by arbitration) be made, an order of court of Chancery,

cery, if the said court shall so please to order, and that either or any of the parties submitting, shall be at liberty to apply to the said court for such order, and to instruct counsel to consent thereto, for the other party or parties submitting thereto. IN WITNESS, &c.

The foregoing deed was drawn by

Mr. WESTON.

*A Deed of Co-partnership between Dealers in  
Carpets.*

No. III.

THIS INDENTURE made the 16th day of September in the seventeenth year of the reign of our sovereign Lord George the Third, by the grace of God, of Great Britain, France, and Ireland, king, defender of the faith, &c. and in the year of our Lord 17—, Between Edward Ellis, of, &c. upholsterer, of the one part, and Robert Roe of, &c. goldsmith, of the other part; WITNESSETH, that the said Edward Ellis and Robert Roe, in consideration of the good opinion they mutually have of each other, and the better to improve their respective fortunes, in the way of trade, and for other good causes and considerations, them thereunto moving, have concluded and agreed together, and by these presents do severally covenant, promise, and agree, to and with each other, to be and continue co-partners, joint traders,

Agreement for  
the partnership.

traders, and dealers in the trade, art, and mystery of dealers in carpeting and blankets, and in the buying and selling of all goods, wares, merchandizes, and other things thereunto incident or belonging, in such manner as such trade and business was heretofore carried on by Mr. ——, their predecessor in trade, for the term or space of fourteen years, from the 24th day of June last, fully to be compleat and ended, if both of them the said parties to these presents shall so long live, subject to the terms, provisoies, and agreements hereinafter mentioned, the same joint trade to be carried on in the shop and warehouse in ———, London, wherein the said ——— lately carried on the same busness, or in such other place or places as they the said parties, or the survivor of them shall in that behalf mutually agree upon ; AND for the better furnishing and carrying on the said joint trade, the said parties have brought into the same in monies and wares, the sum or value of two thousand six hundred pounds, of lawful money of Great Britain, as and for their capital or joint stock, in equal shares, that is to say, one thousand three hundred pounds, one moiety thereof by him the said *Edward Ellis*, and one thousand three hundred pounds, the other moiety thereof by the said *Robert Roe*, and in order that the same may be managed to advantage, they the said *Edward Ellis* and *Robert Roe*, do hereby for them-

Capital to be  
brought in.

themselves severally, and for their several heirs, executors, and administrators, mutually and reciprocally covenant, promise, and agree, to and with each other, his executors and administrators, in the manner following (that is to say), that the said two thousand six hundred pounds, capital stock, and such addition as shall from time to time be made thereto by the said parties, with their mutual consent, shall be the capital or joint stock for carrying on the said joint trade, and that the same, and all the gains, profit, and increase which shall be made, raised, or gotten, in or by means of the said trade, shall from time to time during the said copartnership remain and be employed therein, and no part thereof be taken thereout, or be by any of the said parties used, converted or employed in or for any other use, trade, or purpose whatsoever, other than and except as is herein after in that behalf mentioned; AND that neither of the said parties shall, with his and their own money, not belonging to the said joint stock, or upon credit given him or them by any person or persons whomsoever, either in his own name or in co-partnership with any other person or persons whomsoever, trade, barter, or deal in any of the wares, merchandizes, or commodities, in which the said parties shall mutually consent and agree to trade or deal, save only upon the account, and for the advantage and benefit of

The stock and  
profit to be em-  
ployed in trade.

Neither of the  
partners to car-  
ry on the trade  
separately.

## Original Precedents

What trades the  
parties may car-  
ry on separately.

the said joint stock and trade; AND the said *Edward Ellis*, in respect of his business as an upholsterer, is to be at liberty to carry on the same in the like manner as heretofore, for his own sole use and benefit, but nevertheless such separate trade shall not be carried on by the said *Edward Ellis*, so as to prejudice this co-partnership, or the gains and profits thereof, nor shall he sell or deal in, for his own separate use or benefit, any of the articles which shall be sold or dealt in by this copartnership; AND also the said *Robert Roe*, in respect of his business as a goldsmith, is also to be at liberty to carry on the same in the like manner as heretofore, for his own sole use and benefit, and that the said copartnership trade shall be carried on in the names of *Ellis* and *Roe*; AND that the said joint stock and trade, and all buying, selling, receipts, payments, debts in trade, bills of parcels, specialties, and assurances, which during the said co-partnership shall be had, made or taken, in or touching the said joint trade, shall from time to time be managed, carried, entered, made; and taken in the joint names of both the said parties, to and for the use, benefit, and advantage of each of them the said parties, in equal shares and proportions; AND that the said *Edward Ellis*, shall have the free use and enjoyment of the rooms and apartments herein-after particularly mentioned, which he now uses, over the said shop, warehouse, and premisses in

The joint trade  
to be carried on  
in the names of  
both the said  
parties.

One of the  
partners to en-  
joy part of the  
premisses at a  
certain rent,

— afore-

— aforesaid, for himself and family, upon paying or allowing annually the sum of twenty-five pounds for the same, to the said copartnership stock, and the residue of the rent of the said premisses and taxes, to be paid by the said parties hereto, equally share and share alike; AND THAT the said *Edward Ellis*, shall be allowed annually, out of the said copartnership trade, the sum of twenty pounds, for the board and lodging of a porter; and also the annual sum of twelve pounds, for coal, candles, and treating of the customers of the said copartnership, during the said term of fourteen years, AND THAT each of the said parties shall faithfully apply and employ himself in and about the affairs and busines of the said joint trade, and use his best endeavours, pains, and skill for the increase and profit thereof, and for avoiding all loss and damage; AND THAT each of them the said parties, shall at all times during this copartnership, and at the ceasing, dissolving, or other determination thereof, have and enjoy an equal share, right, title, and interest, of, in and to the joint stock, and of, in, and to all gains, profits, increase, and benefit whatsoever, which shall arise, accrue, or be made thereby, and of, in and to all monies, debts, goods, wares, and commodities, which from time to time shall be in or belonging to the said copartnership, in equal shares and proportions between them, to and for his and their own

the remainder of  
the rent to be  
paid by the co-  
partnership.

The allowance  
for servants,  
coals, &c.

The partners to  
exert them-  
selves.

Each to enjoy a  
separate share of  
the profits.

The monthly allowance to each partner,

and upon dissolution to divide in equal proportion without benefit of survivorship.

Except as after mentioned.

Debts, losses, and charges to be born in equal proportions.

respective use and benefit. AND THAT the said parties shall and may monthly and every month, on the last day in every month during this copartnership, have and take out of the monies belonging to the said joint stock, for their own use the sum of ten pounds each; AND that each of them the said parties, his executors and administrators, shall and may, upon and after the dissolution or determination of this copartnership, by death, or otherwise, receive and take his *part* or share of all and singular the premisses, to his and their own use, in manner hereinafter expressed, other than as herein-after in that behalf mentioned, without any claim, benefit, or advantage of survivorship, to be had, made, or taken by either of the said parties surviving the other, any thing herein contained, or any law, custom or usage to the contrary notwithstanding. AND that all debts which shall be *contracted* or owing by the said parties, on account of their joint stock or trade, and all losses and damages which shall happen or come to the same, or the gains or produce thereof by bad debts, losses, damages, or decay of goods, suits at law or in equity, or other casualties whatsoever, and all servants wages, charges of books, and letters, and all other necessary charges and expences, not by these presents particularly provided for and mentioned, which shall be occasioned, laid out, or happen in or about the said joint trade, shall at all times during this copartnership, be paid, allowed,

allowed, sustained, and born\* by and out of the said joint stock, and the gains and profits thereof; AND IT IS HEREBY FURTHER DECLARED and agreed by and between the said parties to these presents, that the said *Edward Ellis*, shall reside in the said house where the said business of the said copartnership shall be carried on, and have and enjoy therein the following rooms and apartments (that is to say) the dining-room on the one pair of stairs, the kitchen on the same floor, two chambers on the second floor, and one room three pair of stairs, backwards, at the aforesaid annual rent of twenty-five pounds, payable to the said copartnership as aforesaid, AND it is hereby further covenanted and agreed upon, by and between the said parties to these presents, that for the better continuing of plain and true dealing between them, concerning the said joint trade and copartnership, they the said parties shall and will provide and keep, or cause to be provided and kept, such and so many books as shall be necessary, wherein shall be fairly written the just and true particulars of all monies received and paid, and of all goods, wares, and commodities, bought and sold, received in, or delivered out, and the rates and prices at which the same were bought and sold, received and delivered, and of all debts contracted, and of all other matters and things any way conduced to the manifesting the affairs and state of the said joint trade and co-

One of the partners to reside in the house.

Books to be kept.

## Original Precedents

**Books, bills, &c.  
to remain open**

**for the parties  
inspection,**

**and to take  
copies.**

**Credit to whom  
not to be given.**

**Debts not to be  
compounded  
without mutual  
consent.**

partnership; And that the same books, together with all bills, letters, specialties, and other writings touching or relating to the said joint trade, shall always remain open and extant in the compting-house, or other convenient place where the said joint trade is or shall be carried on, where each of the said parties may, during this copartnership, and at all seasonable times afterwards, for the space of one whole year, have free access to, and come at them or any of them, and read, peruse, and copy out the same, or any of them, at his or their free will and pleasure, without the let or hindrance of the other of them his executors or administrators; And that neither of the said parties without the consent of the other of them in that behalf had and obtained, shall sell, lend, or deliver by way of credit or trust any money, goods, wares, and commodities belonging to the said joint stock or trade, above the value of twenty pounds, to any person or persons whomsoever, whom the other of the said parties shall forewarn or forbid to be credited or trusted; And that neither of the said parties shall without the consent of the other of them, release, compound, or discharge any debt or duty which during this copartnership shall be due or owing to the said parties on account of the said joint stock or trade, save only for so much as shall *bona fide*, be received and brought into the stock, or cash of the said copartnership; And that

that each and every of the said parties shall answer and pay or otherwise make good unto the stock or cash of the said copartnership all such monies or goods belonging to the same as he or they, or either of them, by his or their order or direction, shall receive, discharge, or give any receipt for; And also, that all and every sum and sums of money which, during the continuance of this copartnership shall be borrowed or taken up upon notes, bills, or bonds, in the joint names of the said parties hereto, or the survivors of them shall be paid, applied, and disposed of by the person or persons receiving the same, for the use and benefit of the said joint trade and copartnership; and to and for no other use, intent, or purpose whatsoever, without the consent of the other of them in writing for that purpose first had and obtained; And that neither of the said parties hereto shall, during this copartnership, without the consent of the other in writing, for that purpose first had and obtained, enter into any bond, judgment, or statute, or otherwise become bound or charged as bail or security with or for any person or persons whomsoever, or do, or wilfully suffer to be done, any act or thing by means whereof the joint stock, or trade, or the monies, goods, wares, debts, or effects, which shall be in, or due, or belonging to the same, shall or may be prejudiced, hindred, seized, attached, extended, or taken in execution, or the interest of either

Each to account  
for money re-  
ceived.

All monies to  
be taken up in  
the joint names  
of the partners,  
to be applied for  
the benefit of  
the joint trade,  
and not other-  
wise.

Parties not to  
be bound for  
others without  
mutual consent.

**Each to indemnify the stock against his own debts.**

**Partners to account yearly.**

of the said parties therein, or in any part thereof be assigned, disposed of, aliened, or parted with, but for the benefit of the said joint trade ; And that neither of the said parties shall permit or suffer the joint stock or trade, or any of the monies, wares, debts, or effects which shall be in or belonging to the same, to be in anywise charged or incumbered with or for any private or particular debt or duty, which shall not concern this copartnership, but that every such private or particular debt or duty, shall from time to time be paid, or discharged by the party or parties whose debt or duty the same shall be, by and out of his own particular estate not included in this copartnership ; And that the said parties shall and will yearly, during this copartnership on the twenty-fourth day of June, or within the space of two months then next, unless prevented by sickness or other unavoidable accident account together, make, cast up and fully finish between them a *just*, true, plain, perfect, and particular account and reckoning in writing, of, for, and touching all monies, goods, wares, debts, and effects then being in or due owing or belonging to the said joint trade or copartnership, and of all debts and duties then due and owing, for, or on account of the same, and shall thereupon enter or cause the true particulars of every such account, and the rest or balance thereof, to be written and entered in a book to be kept for that purpose, and shall subscribe both their names in the same book,

book, at the foot of such yearly account entered therein as aforesaid, which said book, when so subscribed, shall be and remain in some convenient part of the dwelling-house, compting-house, or other place where the said joint trade shall be carried on for the mutual benefit of both the said parties, and where either of them the said parties may at all seasonable times, as well during this copartnership as afterwardshave free access and recourse to the same, either to peruse and inspect, or copy out the same, or any part thereof, at his free will and pleasure: *And it is hereby further agreed, that after every such yearly stated account shall be entered and subscribed as aforesaid, the heads of the same shall be fairly drawn out and written in two distinct papers, each of which papers shall contain all the said heads of the said stated account in the same, or the like words and figures as near as may be, and shall be thereupon signed or subscribed by both the said parties, and after the said two papers shall be so drawn out and signed as aforesaid, each of the said parties shall have and take one of the said papers into his own custody, and for his own use; And also at and after the finishing and adjusting every such yearly account, the said parties shall then make such deductions and dividends in monies, out of the neat and clear profits and increase of the said joint stock and trade (after a deduction of all incidental charges and expences on account of*

Each party to  
have a copy of  
the yearly ac-  
count.

Dividends to be  
then made by  
mutual consent.

of the same trade, and of all bad or desperate debts, which may have happened to the same trade within the year then last past, and the monthly allowances hereinbefore mentioned) as shall then be mutually agreed on between them the said parties, which monies so to be deducted, shall be thereupon divided between the said parties, in equal shares and proportions;

*Such yearly account not afterwards to be called in question.*

*And it is hereby further agreed by and between all the said parties hereto, that when and so often as every such account shall be so made up and signed by the said parties hereto, the same shall never after be called in question, on pretence of any error therein, or otherwise, unless some special matter therein shall appear, and that in the lifetime of the said parties hereto, and before the expiration of the said copartnership; And it is hereby further mutually covenanted, declared and agreed by and between the said parties to these presents, that at the end or other sooner determination of this present copartnership, they the said parties, if they shall be both then living, shall within thirty days then next following, meet and account together, and make, cast up, settle, and fully adjust between them, a true, plain, perfect, and final account and reckoning, in writing, of, for, or concerning the said joint stock and trade, and all monies, debts, goods, wares, merchandizes, profits, gains, and effects, which shall be then due, owing, or belonging, or*

*At the end of  
the partnership  
final account to  
be made,*

in

in anywise appertaining to the same stock and trade, or to the same partners, for or on account thereof; and also of, for or concerning all debts, sums of money, charges, losses, damages, and expences, which, by reason or on account of the same joint trade, shall be by them the said partners, due or owing to any person or persons, or which they the said partners shall have suffered or sustained, for, or by reason, or on account thereof, so and in such sort as it shall and may therein appear what the true state and condition of the said joint stock and trade shall then be, and what parts and proportions, and how much of the said joint stock shall be then severally due, belonging, or appertaining unto each of the said parties respectively, according and in proportion to their then several and respective shares and interests in the said capital stock and trade, and the true meaning of these presents, and immediately thereupon, or as soon afterwards as conveniently may be, true payment shall be made, or good order taken for the true and speedy payment of all such debts and sums of money as at the time of the expiration of the said copartnership, shall be by them the said partners due or owing to any person or persons, for or on account of the said joint trade, and from and after payment thereof, the said parties shall part and divide all the monies, goods, wares, merchandizes and effects, and other things,

and division  
made.

things, except debts, which shall be then in, belonging, or appertaining to the said joint stock and trade, or to the said partners for, or on account thereof, over and above what shall then be due and owing for or on account of the same as aforesaid, into two equal parts or shares, whereof the said *Edward Ellis*, his executors or administrators, shall have and receive to his and their own use, one full moiety, or half part or share thereof, and the said *Robert Roe*, his executors or administrators, shall have and receive to his and their own use, the other or remaining moiety, or half part or share thereof, and that they the said parties to these presents, shall and will use their best and utmost endeavours to collect and get in, within the space of one year next after the expiration, or other sooner determination of this present copartnership, all the debts which shall be due and owing to the said joint stock and trade, or to the said partners, and shall and will monthly, and every month, account for and divide such of the debts as shall from time to time be collected and got in (after deducting all such costs, charges, and expences as shall be occasioned in recovering, getting, in and receiving the same) between them the said parties to these presents, their executors or administrators, equally, share and share alike; And it is hereby agreed, That all such debts as shall at the end of one year next after the expiration, or

or other sooner determination of this present copartnership, remain due and owing to the said joint stock or trade, or to the said partners, for or on account thereof, shall be parted and divided into equal parts, shares, and proportions, and that each of the said parties shall cast lots between them, to which of them each part, share and proportion shall belong and appertain, and that thereupon each of the said partners shall make and give unto the other of them, his executors and administrators, such assignment of his part or share of the debts which shall be then due to the said copartnership or joint trade, together with full power and authority to sue for and recover such debts, as the party who is to have the same debts, shall, upon such division as aforesaid, reasonably require, and after such division, partition, and assignments shall be made, neither of the said partners, their executors or administrators, shall or will release, compound for, or discharge any debt or debts, which shall be allotted to the other of them, without the consent of him to whom the same shall be so allotted. *Provided always*, and it is hereby further covenant-ed, concluded, and agreed upon, by and be-tween the said parties hereto, and each of them for himself, his heirs, executors, and ad-ministrators, doth covenant, promise and agree to and with the other of them, his executors and administrators, that if it shall happen that either

Provision in case  
of the death of  
either partner  
during the co-  
partnership.

either of the said parties shall die or depart this life before the expiration of the said term of fourteen years, then and in such case a proper inventory shall be taken of the stock in trade in which every article shall be charged at prime cost, and the remnant in the same manner as taken from Mr. ——— and that the surviving partner shall and will accept and take all the whole stock of goods, wares, merchandizes, money, and effects whatsoever, (except debts) which at or immediately before the decease of the party so dying, shall in anywise be appertaining unto them the said parties as copartners, or by reason or on account of their said joint trade. And also in consideration thereof, and for a full recompence and satisfaction to be had or made to the executors or administrators of the party so dying of and for his or their full part, share, and proportion of, in, and to, the said joint stock and trade, the same survivor his executors, or administrators shall and will, well and truly satisfy, and pay or cause to be satisfied and paid, at or in their then place of trade, unto the executors, administrators or assigns of the party so dying, so much good and lawful money of *Great Britain* as the full value of the part or share of or belonging to the said party so dying, of and in the said joint stock and trade shall appear to amount unto, by, or according to such inventory, (after a deduction of the debts then due

due and owing by or from the said joint  
trade) together with interest for the same, af-  
ter the rate of five pounds for every one hun-  
dred pounds by the year from the death of  
the party so dying, in manner following (that  
is to say) one full third part thereof with its  
interest at the end of six calendar months  
next after the decease of the party so dying,  
one other third part thereof with its interest  
at the end of twelve calendar months next  
after the decease of the party so dying, and  
the remaining third part thereof with its in-  
terest, at the end of eighteen calendar months  
next after such the decease of the party so dying,  
and for the better securing such payments, the  
said surviving partner shall within one month  
after such the decease of the partner so hap-  
pening to die, enter into and become bound  
to the executors or administrators of the  
partner so dying in one or more bond or  
bonds in double the penalty of the sum there-  
by to be secured conditioned for payment to  
him or them of such monies and at such time  
and place, and in such manner and form as  
aforesaid, and shall also thereupon enter into  
and become bound to the executors or ad-  
ministrators of the party so dying in or by one  
other bond in writing, in a convenient penal-  
ty to be conditioned for the saving harmless  
and keeping indemnified the party so dying  
and his heirs, executors, and administrators,

and

and his and their lands and tenements, goods, and chattels, of, from, and against all debts which at the time of his decease were jointly owing by the said partners to any person or persons, for any matter or thing touching or concerning their joint trade, and of and from all actions, suits, damages, and expences for or about the same debts, and every of them which debts the said surviving partner shall pay and satisfy in due and, convenient time, and that the surviving partner, his executors, and administrators, shall with all convenient speed, collect, get in, and receive all such debts as shall immediately before the decease of the partner so dying were due, owing, or belonging to them as partners, or for or on account of the said joint trade, and shall and will from time to time, as the same shall be received, pay unto the executors or administrators of the party so dying, one full moiety or half part of such debts, and from time to time render an account in writing, of all such debts as shall be rendered to the executors or administrators of such deceased partner. And further, that in case the party so dying shall leave a widow or any issue living at the time of his decease, that then the surviving partner shall pay to such widow or issue, or the executors or administrators of the deceased partner, the sum of fifty pounds of lawful money of Great Britain by four even and equal

quarter-

quarterly payments during the then remainder of the said term of fourteen years, if such widow or issue shall so long live. And it is hereby agreed that the executors or administrators of the parties so dying shall and will (upon sealing and executing of such bond as aforesaid) by writing sufficient in the law, duly executed, grant, assign, and release unto the party surviving, his executors or administrators all the part share, right, title, interest, claim, and demand whatsoever, of them the said executors or administrators, of the party so dying, of, in, and to the said joint stock and trade, and the monies, goods, wares, gains, and other estate and effects whatsoever, which at the time of such his decease were in joint trade or copartnership between them the said partners or jointly belonging unto them upon account of their said trade, except such debts as were then due and owing to the said copartners on account of their said joint trade. And lastly, it is hereby covenanted, granted, concluded, and agreed upon by and between the said parties to these presents, and each of them for himself, his heirs, executors and administrators, doth covenant and agree to and with the other of them, his executors and administrators, that if at any time during this copartnership, or at or after the end thereof, any variance, controversy, dispute, doubt, or question shall arise, grow, or be moved be-

Differences to  
be submitted to  
arbitration.

## Original Precedents

tween the said parties or the survivors of them, their or any of their executors or administrators, for, touching, or about, the said joint trade or copartnership, or any covenant, agreement clause, matter, or thing herein contained or the construction thereof, then every such variance, controversy, dispute, doubt, or question shall be referred to and resolved discussed and determined by two indifferent persons to be elected by and between the said parties or the survivor of them, or their respective executors or administrators, within ten days next after any such variance, controversy, dispute, doubt, or question shall arise, or be moved; and in case such two persons cannot agree to determine the matter to them to be referred, within thirty days next after such reference, then the same shall be referred to, and resolved, discussed and determined by such one indifferent person as the two first referees shall for that purpose, from time to time, nominate and appoint umpire in the premises, who shall determine the same within forty days next after he shall be appointed umpire, and whatever order, end, or determination the said two referees, or the said umpire so to be elected and nominated as aforesaid, shall within the respective times in that behalf before mentioned, make between the said partners or the survivor of them, their executors or administrators, touching or concerning the premises

mises or any part thereof, each of them the said partners doth hereby for himself, his executors and administrators, covenant, promise, and agree to and with the other of them, his executors and administrators, to stand to perform and keep the same without any further suit or trouble whatsoever. IN WITNESS, &c.

Drawn by Mr. B — e.

*A Deed of dissolution of Copartnership.*

No. IV.

THIS INDENTURE tripartite made the 17th day of February, in the ninth year, &c. between *John Indle* of, &c. refiner, of the first part; *Charles Pale* of the same place, refiner, of the second part; and *Mary Indle* of Kew in the county of Middlesex, widow, and *James Crow* of, &c. esq. executrix and executor of the last will and testament of *Samuel Indle*, late of Kew aforesaid, esq. deceased, and which said *Mary Indle* is also residuary legatee named in the said will of the third part; Whereas by indenture bearing date on or about the first day of January which was in the year of our Lord 17—, and made or mentioned to be made between the said *John Indle* of the one part; and the said *Charles Pale* of the other part; it is witnessed that the said *John Indle* and *Charles Pale* for the considerations therein mentioned, did mutually covenant, consent, and agree, to become and continue copartners

A deed of co-partnership re-cited.

## Original Precedents

and joint traders in the art or mystery of a refiner, and in the transacting such other business as they should agree on for their mutual and equal benefit and advantage from the day of the date thereof, for the full term of seven years from thence next ensuing and fully to be compleat and ended, if they the said parties should so long live, subject to the provisoes conditions and agreements thereinafter mentioned and contained. And that the money, goods, utensils and things, then brought into the said joint trade by the said *John Indle* and *Charles Pale* in equal proportions, and amounting in value to the sum of twelve thousand pounds should be used and employed as the capital stock for carrying on the said joint trade; and it was by the same indenture (amongst other things) provided and agreed, that each of them the said partners should during the said copartnership, and at the end or determination thereof have a several right and interest of, in, and to one full and equal moiety, or half part of the said joint flock and the profits thereof; and of all money, goods, wares and effects belonging thereto, as in and by the said in part recited indenture, relation being thereunto had, may more fully and at large appear. *And whereas* the said parties to the said recited indenture, in pursuance thereof, have carried on the said trade in copartnership until the day of the date hereof, and on

The parties  
have carried on  
business until  
the date hereof.

on the thirty-first day of December last, a general and full account was taken, stated, and made up by and between them the said *John Indle* and *Charles Pale*, of all the stock, wares, merchandizes, goods, estate, debts, and effects remaining and being in the said joint trade, or owing or belonging to them on account thereof; and also of all debts and other demands, due and owing by them to any person or persons, for any matter or thing concerning the said joint trade, or relating thereto, whereby it appears that the clear or neat balance of the said copartnership estate and effects, after discharging the debts owing by the said partners in respect thereof, will be scarce sufficient to answer and pay to them the said *John Indle* and *Charles Pale* their several shares of the said capital stock brought into the said joint trade as aforesaid; and therefore they the said *John Indle* and *Charles Pale* have mutually agreed to determine and dissolve the said copartnership. And whereas the said *John Indle* and *Charles Pale* stand indebted to the said *Mary Indle* and *James Crow* as executors of the said *Samuel Indle* deceased, in the sum of six thousand pounds which was borrowed by them the said *John Indle* and *Charles Pale* on their joint bond to the said *Samuel Indle* deceased for the further advancement and better carrying on their said copartnership trade and business. And whereas the said *John Indle*

An account stated whereby it appeared that the partnership effects after payment of the debts, &c. were found scarce sufficient to answer the capital wherefore they have agreed to determine the copartnership.

The partners are indebted by bond to the executors parties hereto in 6000l.

One of the partners separately indebted to the same parties in 6000l.

stands separately indebted to the said *Mary Indle*, and *James Crow*, as executors as aforesaid in the principal sum of six thousand pounds which was lent and advanced by the said *Samuel Indle*, deceased, to the said *John Indle*, on his own separate bond, to enable him to raise and furnish his share and proportion of the capital stock originally brought into the said joint trade; *And whereas* for the making full and ample provision for payment of the said sum of six thousand pounds so secured by the said joint bond of the said *John Indle* and *Charles Pale*, to the said *Samuel Indle*, deceased, as aforesaid, and all interest due, and to grow and become due and payable in respect thereof, and all and every other the debts and sums of money due and owing by them the said copartners, in the way of their said joint trade and dealing; and also for and towards payment and satisfaction of the said sum of six thousand pounds, so separately due and owing, by and from him the said *John Indle*, to the said *Mary Indle*, and *James Crow*, as executors as aforesaid, and the interest thereof;

it hath been agreed that the partnership effects shall be vested in one partner,

first to pay the partnership bond for 6000L.

It hath been agreed by and between the said parties to these presents, that the whole of the said copartnership estate and effects shall be solely and absolutely vested in him the said *Charles Pale*, to the end and intent that the money arising thereby, may in the first place be applied in payment of the said bond debt, so jointly due and

and owing by them the said *John Indle*, and *Charles Pale*, to the said *Mary Indle* and *James Crow*, as aforesaid; and after payment thereof, then in satisfaction of all other the debts owing in copartnership by them the said *John Indle*, and *Charles Pale*, and after full payment of all the said copartnership debts, then that the clear residue and surplus of the money arising by the sale, or disposition of the said copartnership estate and effects, may be divided into two equal parts or shares, and one moiety or equal half part thereof, retained and kept by the said *Charles Pale*, to and for his own proper use and benefit, and the other moiety or half part thereof, paid applied and disposed of, in or towards payment and satisfaction of the said bond debt, of six thousand pounds, and interest, so separately due from and owing by the said *John Indle*, to the said *Mary Indle*, and *James Crow*, as aforesaid; and in case of any surplus after payment thereof, that the same shall be paid to the said *John Indle*, for his own proper use and benefit, and in consideration of the provision so agreed to be made for the purpose aforesaid, she the said *Mary Indle*, as beneficially interested in the residue of the estate and effects of the said *Samuel Indle*, hath consented and agreed, that in case the moiety or share of the said *John Indle*, of and in the clear surplus and residue of the produce of the said copartnership estate and effects, after pay-

Then to divide  
the residue into  
two parts, and  
to retain one  
part to his own  
use,

and out of the  
other part first  
to pay the other  
partner's bond  
for 6000l. and  
if any surplus  
afterwards, to  
pay the residue  
to such partner.

In case this  
partner's share  
shall prove de-  
ficient to pay  
the 6000l. se-  
parate bond and  
yet sufficient to  
pay 5000l. then

## Original Precedents

sum is to be received in full satisfaction.

ment of the said joint or copartnership debts, shall not be sufficient to pay and satisfy the said whole principal sum of six thousand pounds, and interest secured by the said separate bond, of him the said *John Indle*, and yet such moiety or share shall produce sufficient to pay the sum of five thousand pounds, with full interest for the said sum of six thousand pounds, that they the said *Mary Indle* and *James Crow*, as executors, as aforesaid, shall and will accept the same in full of the said separate bond debt of the said *John Indle*: Now THIS INDENTURE WITNESSETH, that the said *John Indle* and *Charles Pale*, with the mutual assent and consent of each other have determined, vacated, and dissolved, and by these presents do determine, vacate, and dissolve the said copartnership and joint trade heretofore carried on between them; and also the said in part recited indenture, and every clause, article, matter, and thing therein contained, and do hereby severally declare and agree that the same shall from henceforth cease, determine, and be null and void, to all intents and purposes whatsoever, as if the said copartnership had never been entered into, and the same indenture had never been made: AND THIS INDENTURE FURTHER WITNESSETH, That in pursuance and performance of the hereinbefore recited agreement, and for carrying the same into execution, and also for and in consideration of the sum of five shillings of good

The dissolution  
of the copart-  
nership.

The assignment  
of a moiety of  
the effects from  
one partner to  
the other.

good and lawful money of *Great Britain*, by the said *Charles Pale*, in hand well and truly paid to the said *John Indle*, at and immediately before the ensealing and delivery of these presents, the receipt whereby is hereby acknowledged, he the said *John Indle* by and with the privity, assent, and concurrence of them the said *Mary Indle* and *James Crow*, (testified by their respectively being made parties to, and sealing and executing these presents) hath granted, bargained, sold, released, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, release, assign, transfer, and set over unto the said *Charles Pale*, his executors, administrators, and assigns, all that the moiety, part, proportion, share, and interest of him the said *John Indle*, of and in all the stock in trade, leasehold estate, and interest, wares, merchandizes, ready money, debts outstanding, goods, chattels, utensils, and effects, belonging to the said joint trade and copartnership, or to them the said *John Indle*, and *Charles Pale*, or either of them in respect thereof; and all the estate, right, title, and interest, property, possession, benefit, claim, and demand whatsoever, both at law and in equity, of him the said *John Indle*, of, in, to or out of the said copartnership estate and premises, or any part thereof, together with all and singular the books of account relating to the said joint trade; To have, hold, perceive, receive, take,

Habendum.

and enjoy the said estate and premisses mentioned to be hereby assigned or released, with all and every of the appurtenances unto the said *Charles Pale*, his executors, administrators, and assigns, from henceforth for ever, upon trust nevertheless, and to the end, intent, and purpose, and the said *Charles Pale*, for himself, his executors and administrators, doth covenant, promise, and agree, to and with the said *John Indle*, his executors and administrators by these presents, in manner and form following (that is to say) that he the said *Charles Pale*, his executors, or administrators, shall and will with all convenient speed, sell and dispose of the said copartnership estate, stock in trade, and effects, for the most and best price that can be got for the same, and use his and their best means and endeavours to get in, collect, and receive all and singular the debt and debts, sum and sums of money due and owing to the said *John Indle* and *Charles Pale*, in partnership or otherwise, and shall and will pay and dispose of the neat monies arising thereby, after deducting the necessary expences attending the recovering and receiving the same, and executing the trust aforesaid, in the first place, in discharging the sum of six thousand pounds, jointly owing by the said *John Indle* and *Charles Pale*, to the said *Mary Indle* and *James Crow*, as executors as aforesaid, with the interest due thereon; and all other the debts owing in partnership

Upon trust

to dispose of the  
effects and get  
in debts, &c.and then to dis-  
charge the part-  
nership bond of  
6000l.and the other  
partnership  
debts,

partnership by the said *John Indle*, and *Charles Pale*, to any other person or persons whatsoever, and after payment and satisfaction thereof, shall and will divide the clear surplus and residue thereof, into two equal parts or shares, and after retaining or keeping to himself the said *Charles Pale*, one full moiety or equal half part thereof, to and for his own proper use and benefit, shall and will stand and be possessed of the other moiety or equal half part thereof; In trust to pay, apply and dispose of the same for or towards payment and satisfaction of the principal money and interest due, and to become due on the bond, so separately entered into by the said *John Indle* to the said *Samuel Indle* as aforesaid, under and pursuant to the terms of the agreement hereinbefore recited to have been made between the said *Mary Indle* and *John Indle* touching the same and the true intent and meaning thereof; and after full payment thereof, shall and will stand and be possessed of the surplus or residue of such last mentioned moiety, in trust for the said *John Indle*, his executors, administrators, or assigns; And also that he the said *Charles Pale*, his executors or administrators, shall and will from time to time, and all times hereafter, upon every reasonable request of the said *John Indle*, *Mary Indle*, and *James Crow*, or any or either of them, give and render unto them the said *John Indle*, *Mary Indle*, and *James Crow* respectively,

then to divide  
the surplus into  
two parts;

one to retain to  
his own use,

the other to  
apply first to dis-  
charge the part-  
ner's separate  
bond debt,

and pay the re-  
sidue over to  
him.

Covenant from  
the assignee to  
account

and apply the monies received according to this deed, as often as they amount to 500l.

Covenant likewise to permit the parties and a stranger to inspect the books, &c.

A power of attorney to possess the effects, and collect the debts, &c.

spectively, a just and true account of all and every such sum and sums of money, or other satisfaction as shall or may have then been raised, obtained, or received by the said *Charles Pale*, his executors or administrators, out of the said copartnership estate and effects; and shall and will pay, apply, and dispose of all such money, and other satisfaction, as shall be received, when and as often as the same shall amount to the sum of five hundred pounds, or upwards, to, for, and upon the several trusts, intents and purposes hereinbefore mentioned concerning the produce or clear surplus of the said copartnership estate and effects, and according to the true intent and meaning of these presents; AND FURTHER, that he the said *Charles Pale*, his executors or administrators, shall and will permit and suffer the said *John Indle*, *Mary Indle*, and *James Crow*, or any or either of them; AND ALSO *Philip Pale*, father of the said *Charles Pale*, at convenient times during the transactions aforesaid, to have the sight and perusal of all and every the books, papers, and writings in anywise relating to the said joint trade and copartnership, or to the outstanding debts belonging thereto, with liberty to transcribe and copy out the same at her, his, their, or any of their free will and pleasure; AND IN ORDER the better to enable the said *Charles Pale*, his executors, and administrators, to receive and get in the said copart-

copartnership estate debts and effects, he the said *John Indle* hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint the said *Charles Pale* the true and lawful attorney of him the said *John Indle*, for him, and in his name or in the joint names of them the said *John Indle* and *Charles Pale*, but to for and upon the several uses, trusts, intents and purposes hereinbefore mentioned, expressed, and declared concerning the same, to ask, demand, sue for, recover, and receive, possess and enjoy all and singular the said copartnership estate and effects, as well chattels real as chattels personal in possession, or in action, and of what nature or kind soever, and wheresoever in anywise belonging to the said joint trade or copartnership; and to give receipts or other sufficient discharges for the same, and one or more attorney or attorneys under him and them for the purposes aforesaid, to make, and at pleasure to revoke, and generally to use, take, and prosecute every or any lawful or equitable method, cause or expedient, for the recovering, receiving, and getting in the said copartnership estate debts and effects, or any part thereof, and for applying and disposing of the same to, for, and upon the several uses, trusts, intents and purposes hereinbefore mentioned and declared concerning the same, and according to the true intent and meaning of these presents,

Covenant from  
the assigning  
partner to ex-  
ecute further  
acts,

and not to re-  
voke, release,  
&c.

presents, in as full, ample, and beneficial manner, to all intents and purposes, as the same *John Indle*, and *Charles Pale* might or could do, in case the said copartnership had not been dissolved, and these presents had not been made; **AND** the said *John Indle*, for himself, his heirs, executors, and administrators, doth covenant, promise and agree to and with the said *Charles Pale*, his executors and administrators, by these presents, that he the said *John Indle* shall and will from time to time, and at all times hereafter, at the request of the said *Charles Pale*, but at the joint costs and charges, in the law, of the said *Charles Pale* and the said *John Indle*, do execute or join in all and every other such further acts, conveyances, and assurances as shall be requisite for enabling the said *Charles Pale*, his executors or administrators, to recover, receive, and get in the copartnership estate debts and effects aforesaid; and also to sell, assign and dispose of the same and every part thereof for the purpose aforesaid, as by him the said *Charles Pale*, his executors or administrators, or his or their counsel learned in the law shall be advised and required; **And also** that he the said *John Indle* shall not nor will at any time hereafter revoke, cancel or make void the power of attorney hereinbefore contained, nor relieve, release, or discharge any of the said copartnership estate debts and effects, nor disavow or become nonsuit in any action or suit which shall be

be commenced, sued, or prosecuted for the recovery thereof; AND that it shall and may be lawful to and for the said *Charles Pale*, his executors or administrators, to employ any proper person or persons to recover, get in, collect, and receive the said copartnership estate, and effects, and to make any reasonable allowance thereout to him or them for their care, pains, and trouble in and about the same; AND the said *Mary Indle*, for the considerations aforesaid, doth hereby for herself, and for the said *James Crow*, her and his executors and administrators, covenant, promise, and agree to and with the said *John Indle*, his heirs, executors, and administrators, that in case the provision hereby made shall extend or be sufficient to pay the said *Mary Indle* and *James Crow* the sum of five thousand pounds, together with interest for the said whole sum of six thousand pounds, or any greater sum of money towards satisfaction of the said separate bond debt of the said *John Indle*, that then, and in such case, they the said *Mary Indle* and *James Crow* shall and will accept the same in full of the debt of six thousand pounds, owing by the said *John Indle* to the said *Mary Indle* and *James Crow*, as executors as aforesaid, and shall and will deliver up the security for the same to the said *John Indle* to be cancelled; but in case the effects shall prove deficient to clear the said bond, by payment of the said sum of five thousand pounds, together with

Power given to  
the assignee to  
appoint a per-  
son to collect  
debts, &c.

Covenant from  
the party who  
hath agreed to  
take 5000 l. in  
case the separate  
effects of the  
party are insuf-  
ficient to pay  
his bond for  
6000 l. to ac-  
cept the same.

## Original Precedents

with all interest to become due, or the said six thousand pounds bond, in such case they the said *Mary Indle* and *James Crow* shall be at liberty to retain and keep the said bond to make such further use thereof as they shall think fit.

**Proviso that in case the share is deficient to make up 5000l. that such sum shall be made up within three years.**

**PROVIDED ALWAYS,** nevertheless, and it is hereby agreed by and between the said *Mary Indle* and *John Indle*, for themselves and their respective executors and administrators, and it is the true intent and meaning of them, and also of these presents, that in case the moiety or share of the said *John Indle* of and in the clear surplus or residue of the said copartnership estate and effects, after payment of the said copartnership or joint debts, shall not produce sufficient to pay the said *Mary Indle* and *James Crow* the full sum of five thousand pounds, with interest for the said whole sum of six thousand pounds, towards satisfaction of the said separate bond debt of the said *John Indle*; that then, and in such case, if the said *John Indle*, his executors or administrators do and shall within the space of three years, to be computed from the day of the date hereof, well and truly pay, or cause to be paid unto the said *Mary Indle* and *James Crow*, or either of them, their or either of their executors or administrators, so much money as, together with the said moiety, shall make up the full sum of five thousand pounds of good and lawful money of *Great Britain*, with lawful interest for the same,

to

to be computed from the day of the date of these presents, they the said *Mary Indle* and *James Crow*, and the survivor of them, and the executors and administrators of such survivor, shall and will accept and take the same in full satisfaction and discharge of the whole principal sum of six thousand pounds, and all interest due and to incur and become due and payable in respect thereof, so secured by the said separate bond of him the said *John Indle* as aforesaid, and deliver up to him the said *John Indle*, his executors or administrators, the same bond to be cancelled or otherwise dealt with and disposed of as he or they shall think fit. AND LASTLY, That they the said *Mary Indle* and *James Crow*, or either of them, their or either of their executors, administrators or assigns, shall not nor will during the space of three years, from the date hereof, in anywise molest, sue, arrest, attach, or prosecute the said *John Indle*, his heirs, executors or administrators, for or upon account of the said debt of six thousand pounds by him owing to the said *Mary Indle* and *James Crow* as executors as aforesaid, or any part thereof, but shall and will during the time aforesaid, permit and suffer the said *John Indle* to attend and follow his business without any interruption or molestation whatsoever; and in case any such interruption or molestation shall be given or occasioned by the said *Mary Indle*, and *James Crow*, or either of them, to the said

Covenant from  
the executors,  
parties hereto,  
not to sue.

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*John Indie* for or in respect of the said separate debt of six thousand pounds or any part thereof within the time aforesaid; That then the said *John Indie*, his executors and administrators shall be, and is hereby absolutely acquitted, and for ever discharged of and from the same debt, and every part thereof. IN WITNESS, &c.

I approve of this draft on behalf of  
Messrs. *Pale* and *Indie*.

W. BLACKSTONE.

No. V.

*A Deed whereby one Copartner upon retiring from Business, grants to others his Share of the Copartnership Debts and Effects. Settled by Mr. DUANE.*

THIS INDENTURE tripartite, &c. between *Philip Pugh* the elder of, &c. woollen draper, of the first part; *Robert Wood* of the same place, woollen draper, of the second part; and *Philip Pugh* the younger, and *John Pugh*, both of, &c. aforesaid, woollen drapers (sons of the said *Philip Pugh* the elder) of the third part; Whereas by indenture of four parts, bearing date on or about the seventh day of *August*, which was in the year of our Lord 17— and made or mentioned to be made between the said *Philip Pugh* the elder, of the first part; the said *Philip Pugh* the younger of the second part; the said *John Pugh*

Pugh of the third part; and the said *Robert Wood* of the fourth part; They the said parties thereto, did covenant and agree to become copartners and joint traders in the trade of a woollen-draper from the date thereof, for the term of seven years, under the conditions and agreements thereafter mentioned, and that the stock of goods, wares, merchandizes, debts, and other things therein mentioned to be brought into the said joint trade, and to amount in value to the sum of sixteen thousand pounds should be used and employed therein as their capital or joint stock; and that the said *Philip Pugh* the elder, should be intitled to three eighth parts of the said joint stock and trade and the profits thereof, the said *Philip Pugh* the younger to two other eighth parts thereof, the said *John Pugh* to one other eighth part thereof, and the said *Robert Wood* to the remaining two eighth parts thereof. And it was by the same indenture (amongst other things) covenanted, concluded and agreed, by and between the said parties thereto, that they the same parties should yearly during the said copartnership on the 7th day of *August*, or within twenty days next before, or after, account together, and fully finish between them a perfect account and rest in writing, of all monies, goods, wares, debts, and effects then being in, or belonging to the said copartnership trade, and of all debts and duties then

## Original Precedents

owing by them on account thereof, and that the said *Philip Pugh* the elder, might upon finishing any such yearly account, give and grant all or any part of his then share and interest of and in the said copartnership stock, and trade to the said *Philip Pugh* the younger, and *John Pugh*, or either of them, in such parts and proportions as he should judge proper, and that from thenceforth during the then remainder of the said copartnership term of seven years, and at the expiration or other sooner determination thereof, the said *Philip Pugh* the younger, and *John Pugh* respectively should have, receive, and be intitled to such part and share or parts and shares as should be so to them respectively given, of and in the said copartnership stock and trade, and the profits thereof, over and besides their several former shares and interest therein. *And whereas* by deed poll (indorsed on the back of the said recited indenture) bearing date the 10th day of *August* 17—, reciting that the said *Philip Pugh* the elder, *Philip Pugh* the younger, *John Pugh* and *Robert Wood*, had the day of the date thereof finished the taking a yearly inventory and account of all wares, goods, debts, ready money, and other things belonging to them on account of the said copartnership trade; and that the said *Philip Pugh* the elder, in pursuance of the power to him reserved by the said recited indenture, had agreed to give out of his share of the said copartnership stock,

stock, one eighth part thereof to the said *John Pugh*; it is witnessed that for the considerations therein mentioned, he the said *Philip Pugh* the elder (with the consent of the said *Philip Pugh* the younger, and *Robert Wood* testified as therein is mentioned) did give and grant unto the said *John Pugh* one eighth part of all and singular the goods, wares, merchandizes, money, debts and effects, due, owing and belonging to the said copartnership in the said inventory particularly mentioned. To hold, receive, and take to him the said *John Pugh*, his executors, administrators, and assigns, as his and their own proper goods, chattels and effects, as in and by the said indenture and deed poll, relation being thereto respectively had, may appear. And whereas the said *Philip Pugh* the elder, *Philip Pugh* the younger, *John Pugh* and *Robert Wood* have carried on the said trade in copartnership, until the day of the date of these presents, and have taken a final and general account of all wares, goods, debts, ready money, and other things whatsoever, belonging or due to them for or on account of the said copartnership trade, and also of all debts and other demands due or owing by them to any person or persons for any matter or thing concerning the said joint trade, and have caused the particulars thereof to be entered into a proper rest book, which is signed by them at the foot of the said account whereby it appears, that the clear or neat estate of the said copart-

The grant.

nership amounts to the sum of sixteen thousand pounds. And whereas the said *Philip Pugh* the elder, intends to retire from business, and the said *Philip Pugh* the younger, *John Pugh* and *Robert Wood* have agreed to continue copartners during the remaining three years of the said copartnership term of seven years, and the said *Philip Pugh* the elder, hath therefore agreed to give to his said sons *Philip Pugh* the younger and *John Pugh*, his two eighth parts of, and in the said copartnership stock, debts, and effects, on being indemnified from the debts owing by them on account thereof, in such manner as hereinafter is expressed. Now THIS INDENTURE WITNESSETH, that for and in consideration of the natural love and affection which the said *Philip Pugh* the elder, hath and beareth to his said sons *Philip Pugh* the younger, and *John Pugh*, he the said *Philip Pugh* the elder, (by and with the privity and consent of the said *Robert Wood* testified by his being a party to, and sealing and delivering these presents) hath given and granted, and by these presents doth give, and grant unto them the said *Philip Pugh* the younger, and *John Pugh*, their executors, administrators, and assigns; all those two eighth parts, share, and interest of him the said *Philip Pugh* the elder, of and in all the stock in trade, wares, merchandizes, ready money, debts, outstanding goods, chattels, and effects whatsoever,

soever, due, owing, and belonging to the said joint trade and copartnership, or to them the said *Philip Pugh* the elder, *Philip Pugh* the younger, *John Pugh* and *Robert Wood*, or any of them in respect thereof, and all the right, title, and interest whatsoever of him the said *Philip Pugh* the elder, of in, or to the said hereby granted premisses and every part thereof. To have, hold, perceive, receive, take, and enjoy the said two eighth parts mentioned to be hereby granted of the said stock in trade, wares, debts, and effects, and of all other the aforesaid premisses unto the said *Philip Pugh* the younger, and *John Pugh*, equally to be divided between them, share and share alike as tenants in common, their executors, administrators, and assigns, to their own use, and as their own goods and chattels absolutely for ever. AND for the considerations aforesaid, and for the better enabling the said *Philip Pugh* the younger and *John Pugh*, to recover, receive, and get in, all and every the sum and sums of money, debts, and effects belonging to the said copartnership, whereof two eighth parts are herein before mentioned to be hereby granted as aforesaid; he the said *Philip Pugh* the elder, hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute, and appoint the said *Philip Pugh* the younger and *John Pugh* his true and lawful attorney and attorneys, for and in the

Power of attorney to receive the debts, &c.

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name of him the said *Philip Pugh* the elder, his executors, administrators, and assigns to ask, demand, call in, and receive of, and from all and every person and persons liable and obliged or intrusted to pay the same respectively, all and every the sum and sums of money, debts, goods, and effects, whereof two eighth parts are mentioned to be hereby granted, and which are due, owing and belonging to them the said *Philip Pugh* the elder, *Philip Pugh* the younger, *John Pugh*, and *Robert Wood*, or any of them in respect of the said copartnership or joint trade carried on between them as aforesaid, and to give receipts or other effectual discharges for all the said monies, debts, and effects in the name of the said *Philip Pugh* the elder, or otherwise, as to them the said *Philip Pugh* the younger, and *John Pugh*, shall seem most proper and expedient; and to use, take, and prosecute every or any lawful or equitable course or expedient for the recovering, receiving, and getting in the said monies, debts and effects, or any part thereof, in the name of him the said *Philip Pugh* the elder, jointly with them the said *Philip Pugh* the younger, *John Pugh*, and *Robert Wood*, or otherwise, as to them the said *Philip Pugh* the younger, and *John Pugh* shall seem most requisite and expedient, in as full, ample, and beneficial manner, to all intents and purposes, as they the said *Philip Pugh* the elder,

elder, *Philip Pugh* the younger, *John Pugh*, and *Robert Wood* might or could do in case these presents had not been made. AND the said *Philip Pugh* the elder, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *Philip Pugh* the younger, and *John Pugh*, their executors and administrators by these presents, that he the said *Philip Pugh* the elder, shall and will, from time to time, and at all times hereafter, at the request and proper costs and charges in the law of the said *Philip Pugh* the younger and *John Pugh* do execute and join in all and every other such further act and acts as shall be requisite for enabling the said *Philip Pugh* the younger, and *John Pugh*, their executors or administrators to recover, receive and get in the debts and effects aforesaid, and as by them or either of them, their or either of their counsel, learned in the law shall be advised and required. And also that he, the said *Philip Pugh* the elder, shall not, nor will, at any time hereafter compound or release any debt or sum of money now due and owing to them the said parties hereto, or any of them, in respect of their said joint trade and copartnership, nor disavow or become nonsuit in any action or suit, which may be commenced, sued, or prosecuted for the recovery thereof. AND the said *Philip Pugh* the younger, and *John Pugh* for the consider-

Covenant for  
further acts,

and not to re-  
lease any debt,  
&c.

rations

Clause of indemnity.

rations aforesaid, do hereby for themselves, severally, and for their several and respective heirs, executors, and administrators, covenant, promise, grant, and agree to and with the said *Philip Pugh* the elder, his executors, and administrators, that they the said *Philip Pugh* the younger, *John Pugh*, and *Robert Wood*, some or one of them, their, some, or one of their heirs, executors, or administrators, shall and will, on or before the first day of *August* next ensuing the date hereof, well and truly pay or otherwise satisfy and discharge all debts whatsoever, contracted by and now due and owing from them the said *Philip Pugh* the elder, *Philip Pugh* the younger, *John Pugh*, and *Robert Wood* in partnership or otherwise in respect of their joint trade and dealing, and shall and will, well and sufficiently indemnify and save harmless the said *Philip Pugh* the elder, his heirs, executors, and administrators therefrom, and from and against all such costs, charges, damages, and expences, as shall or may be recovered against, or sustained, expended, or become payable by him or them, for or by reason or means of the non-payment of the same debts, or any of them, or for or by reason or means of his name being made use of, in any action or suit which shall or may at any time hereafter be commenced, sued, or prosecuted for the recovery of any debt or sum of money to them or any of them, due and owing. IN WITNESS, &c.

Copy-

## Copyholds.

### Cases in respect to Copybold Estates.

Whether an Husband ought to join with the Wife in surrendering Copybold Premisses devised by her, Articles of Separation having been entered into between them, and the Husband having covenanted, by Deed, to permit her to enjoy real Estates, and to join in limiting the same according to her Appointment; or whether the Defect of his surrendering such Premisses can be supplied for the Benefit of Creditors.

No. I.

BY INDENTURE of five parts between Michael Mills, gentleman, of the first part; Mary Mills, wife of the said Michael Mills, and Charles Carey, gentleman, father of the said Mary Mills, of the second part; Peter Mills and Thomas Hood, gentlemen, of the third part; Thomas Mills and Thomas Trip, esquires, of the fourth part; and Richard Rooke, gentleman, of the fifth part;

15th July, 17—

Reciting the marriage articles of the said Michael Mills and Mary his wife; and also certain articles of separation between them. He the said Michael Mills did, amongst several other covenants and agreements therein contained, for himself, his heir, executors, and admi-

## Original Precedents

administrators, covenant, promise, and agree to and with the said *Thomas Mills* and *Thomas Trip*, their executors and administrators, that it should and might be lawful to and for the said *Mary Mills*, and she was thereby authorised and empowered from time to time, and at all times thereafter, freely and absolutely at her will and pleasure, either by deed or writing, to be sealed and delivered by her, or by her will, to dispose of all or any part of the sum of two thousand pounds therein mentioned, as fully as if she were sole and unmarried, and that he the said *Michael Mills* would after her decease assent to the probate of such will, or to administration, to be granted, with such will annexed upon request, and ratify and confirm the same.

And further, that she the said *Mary Mills* should from thenceforth have and enjoy, to her own use and benefit, all such estate, as well real as personal, as should come to her during her coverture, or that he should become intitled to in virtue of his marriage with her, by descent, gift, grant, or purchase of, or from any person or persons whomsoever; and that he would at all times thereafter join with her in levying or suffering one or more fine or fines, recovery or recoveries of any such real estates, and limit the same to such uses, and for such intents and purposes as she the said *Mary Mills* should

should require, direct, or appoint, of and concerning the same.

The said *Charles Carey* duly made and published his will, and thereby amongst other things devised as follows:—“ As to my copyhold lands and hereditaments in the manors of *Rippon* and *Harrowgate*, which I have surrendered to the uses of my will, yet I do not think fit to make any devise thereof, but to permit my said daughter *Mary Mills* to take and possess herself thereof as my only child and heir at law.” And the said testator gave all the residue of his personal estate, after payment of his debts, legacies, and funeral expences, to the said *Mary Mills*, and appointed her sole executrix of his said will.

The said *Charles Carey* died leaving the said *Mary Mills* his only child and heir at law, who proved his said will, and paid almost all his debts, and funeral expences, and legacies.

By indenture between the said *Mary Mills*, of the first part; the said *Michael Mills* of the second part; and the said *Thomas Mills* and *Thomas Trip* of the third part:

Reciting in part the said indenture of the 15th of July, 17—, and the will of the said *Charles Carey*; the sum of seven hundred and eighty-five pounds, bank annuities, part of the personal estate of the said *Charles Carey* was thereby declared to be transferred to the said *Thomas Mills* and *Thomas Trip*, upon trust, to indem-

indemnify the said *Michael Mills* against the funeral expences, debts, and legacies of the said *Charles Carey*, and against all such costs, charges, damages, and expences as should be recovered against or sustained by him, by reason of any debts or trespasses contracted or committed by the said *Mary Mills* since the 12th of July 17—, or then after to be contracted or committed by her.

Covenant from the said *Michael Mills*, that *Mrs. Mills* might be at liberty to dispose of the said seven hundred and eighty-five pounds, bank annuities, subject to the trusts of the said deed, as if she were sole and unmarried.

And further, that she, her heirs, executors, and administrators, should, from thenceforth, have and enjoy, to her own use and benefit, all other the estate, as well real as personal, of the said *Charles Carey*, freed and discharged of all claim and demand of him the said *Michael Mills*, and all such other real and personal estate as should come to her during her coverture, by gift, grant, purchase, or otherwise; and that he would at all times thereafter, join with her in levying or suffering any fines or recoveries, surrenders or other assurances of such real estates, whether freehold or copyhold, and limit the same to such uses as she should require or appoint.

*Mrs. Mills* made her will and thereby (amongst other things) gave the said seven hundred

dred

dred and eighty-five pounds, bank annuities, (subject to and charged with her debts, funeral expences and legacies) and all other her personal estate to Mr. *John James*, whom she appointed sole executor of her said will; and she also gave all her freehold and copyhold estates which copyhold estates she had surrendered to the use of her will, subject to, and charged with her debts, legacies, and funeral expences, unto and to the use of the said *John James*, his heirs and assigns for ever.

Soon after the making the said will, Mrs. *Mills*, by two surrenders, dated respectively, the 14th and 15th days of July 17—, surrendered her said copyhold estates, to the use of the said *John James*, his heirs and assigns for ever. And

By a codicil to her said will after taking notice of the said surrenders, and that the same were so made upon trust, for securing to Mr. *James* the payment of all such sums of money as he should during her life advance and pay for her, or by her order, or on her account. She did thereby declare and direct, that in case the said copyhold estates should not be sold at her death, for the purpose of paying her debts, then the said *John James* should stand seised thereof, subject to, and charged with all such sums of money as should be due from her at her death, or which he should pay by her order or desire, and the fines and fees of his being

29th July 17—.

being admitted to, and surrendering the said estates, in trust for the sole use and benefit of him the said *John James*, his heirs and assigns for ever.

Note.

At the time of the making these surrenders it was apprehended that Mr. *Mills* the husband, might be called upon at any time either in Mrs. *Mills*' life time, or after her death to join in a surrender of the said estates, and therefore he was not applied to, nor did join with Mrs. *Mills* therein.

5th Sept. 17—.

Mr. *Mills* died, and Mr. *James* applied to Mrs. *Mills* to join with him in proving her will, in order to save a great expence which Mr. *James*'s proctor told him would be occasioned in case Mr. *Mills* did not join in the probate; but Mr. *Mills* (notwithstanding his covenants for that purpose) refused to join in the probate unless upon such terms as Mr. *James* was advised not to comply with, and thereupon Mr. *James* was obliged to be at the expence of above twenty pounds to obtain the probate.

Since Mrs. *Mills*' death it has appeared, that her debts are greatly more than her personal estate will extend to pay; and that even the money to arise by sale of the said copyhold estates with her personal estate, will be little more than sufficient to pay her funeral expences, debts and legacies; and Mr. *James* being very desirous to satisfy all her creditors as soon as might

might be, has entered into a treaty for the sale of the said copyhold estates.

But the attorney for the purchaser, makes an objection to Mr. *James's* title thereto, and alledges that as Mr. *Mills*, the husband did not join with Mrs. *Mills*, in the said surrenders to Mr. *James*, the same are void, and that the said copyhold estates have therefore upon Mr. *Mills'* death descended to *Charles Mills*, her only son and heir at law, and that this defect cannot now be remedied.

*Note*, It is to be observed on the consideration of this case, that the principal and indeed sole intention of Mrs. *Mills*, in making the said surrenders to Mrs. *James*, was, to enable her to pay her debts, without being at the expence of raising money from time to time for that purpose, and the charges of mortgages, surrenders, and admissions, and for no other purpose; and that it was so meant and understood between them, appears from a feazance or declaration of trust under Mr. *James's* hand, dated immediately after the dates of the said surrenders, whereby he declared that after payment of the monies, he should advance and pay for her, and on her account, he would stand seised of the said copyhold estates, to and for her use, or as she should appoint; from whence it appears that Mr. *James* had no view to his own benefit, but only to serve Mrs. *Mills*, by taking the said surrenders.

## Original Precedents

Besides, in case it had happened, (which was not at all unlikely that Mr. *Mills*, had been abroad or out of town at the time of making the said surrenders), in case Mrs. *Mills* had been desirous of requiring him to join with her therein, it would have been exceedingly hard, that by such an accident Mrs. *Mills* should have been deprived of making a provision out of her own estate released to her by Mr. *Mills*, by the deeds of separation, for payment of her debts; but Mr. and Mrs. *Mills* were under such unhappy and disagreeable circumstances together, that she would not on any account have had him known, that she wanted to raise money to pay her debts, and this case was so circumstanced, that there was not time between the date of the surrenders, and Mrs. *Mills*' death to get application made to Mr. *Mills*, and the surrenders made by him, for on the 30th of *July* 17—, the day after the execution of Mrs. *Mills*' codicil, she was taken so ill as to be obliged to be removed from *London*, and on the 5th of *September* following, very little more than a month after the date of the said surrenders, she died. In pursuance of the said surrenders, Mr. *James* did on the 22d of *August* following, pay to Mr. *Joseph Jenks*, the sum of one hundred and thirty-one pounds fifteen shillings and one penny, a debt due to him from the said Mr. *Carey*, Mrs. *Mills*' father, under a decree of the Court of Chancery, and which debt the said 785*l.* Bank annuities

nuities were liable to pay, and for payment of which Mr. Jenks, might and most probably would have applied to Mr. Thomas Mills, and Mr. Tripp the trustees, in the said deed of the 12th of December 17—, the raising of which would have been attended with a great expence and diminution of Mrs. Mills' personal estate; and Mr. James also both before and since that time, paid several other considerable sums for Mrs. Mills' debts and funeral expences, exclusive of money he had lent her, and debts paid before her death by her desire. As to Mr. Mills not being applied to, or required to join with Mrs. Mills, in the said surrenders, in her life-time, it is apprehended from the true construction of both his covenants, that he was compellable to join either with her or with her heirs, or devisees, after her death, as the words of the covenants are; “That he would limit her estates to such uses as she should appoint”—And as a will is an appointment, it is submitted that her trustee or devisee will be intitled to call upon Mr. Mills, to do what Mr. Mills could have compelled him to do under his said covenants. But the chief point in this case is, that it is a case of creditors, for the whole of Mrs. Mills' copyhold and personal estates, together, will be very little (if any thing) more than sufficient to pay her funeral expences, debts, and legacies, and the expences of the executors; and therefore though the legal estate of the copyholds may have de-

scended to Mrs. *Mills'* son and heir at law, in case the said surrenders to Mr. *James* are void, yet it is submitted, that he will be considered as a trustee for her devisee and creditors, it being the rule of courts of equity, to supply any defects, for the benefit of fair and honest creditors, who would otherwise be deprived of their just debts.

*N. B.* Mrs. *Mills* was not examined apart at the time of making the said surrenders, she being intitled to dispose of her estates by the deeds of separation, as if she were sole and unmarried.

*Qu. 1st.* You will please therefore upon the whole circumstances of this case, to advise whether the surrenders made by Mrs. *Mills* to Mr. *James*, "for the sole purpose of paying her debts" are now good and valid, notwithstanding Mr. *Mills* did not join therein, or whether the same are void, and the copyhold estates thereby descended to her son and heir at law, and if you should be of that opinion, whether he will not be considered as a trustee for the devisee in Mrs. *Mills'*

*Mills' will, and for her creditors?*

I am of opinion as well upon principles of law as the authority of a case mentioned in a note at the end of the case of *Peacock and Monk*, 2 *Vez.* 192. that a husband cannot give power to his wife to make a will of her real estate, or to dispose of it in any other manner than as the law prescribes: In the case of a feme covert, (*viz.*) if freehold of inheritance, that they both join in a fine, and if copyhold, that they also join in a surrender, whereupon the wife should be examined apart.—In the case of *Taylor v. Philips*, 1 *Vez.* 229. it is made a doubt whether a feme covert might not surrender to the use of her will, without her husband's joining, he being present at the time; but in the case of *Stephens (lessee of Wife) v. Tyrrel in Serjeant Wilson's Rep.* part 2. fol. 1. it appears to have been resolved, that a custom for a feme covert to surrender her copyhold, without the assent of her husband is against law, so that I take it to be clear, that neither of these surrenders are effectual in point of law, or will prevent the inheritance in this copyhold from descending upon the heir at law, but whether a court of equity will not under all the circumstances of this case, think themselves warranted in supplying the defect of a proper surrender *in favour of creditors*, is

## Original Precedents

in my judgment a doubtful point, and I rather incline to be of opinion that they will, for the husband having by the terms of the deeds of separation, made himself a mere trustee for the separate use of his wife, and engaged to concur in all such acts as should be necessary to enable her to dispose of her real and personal estate, I see no reason why the omission in not calling upon him to join in the surrender may not be supplied in equity against an heir at law, in favour of creditors, but not as I conceive in favour of Mr. *James*, a mere volunteer, or the other legatees.

Qu. 2d. Whether in case Mr. *Mills* now joins with Mr. *James*, in one or more surrenders or surrenders to a purchaser, it will not remedy the defect of his not joining with Mrs. *Mills* in the said surrenders, to Mr. *James*, and whether he is now compellable thereto, under his covenants in deeds of July 17—, and December 17—.

If the estate descended to the heir upon the death of Mrs. *Mills*, as it certainly did, if the acts done in her life-time were not effectual in point of law to break the descent, and I think

think for the reasons before mentioned, they were not, it is not as I conceive, in the power of Mr. Mills, by any act he can now do to devest the estate so descended, if it was, there can I think, be no doubt but he would be compellable to perform it.

The opinion of

Mr. F —

If the marriage articles contain an agreement that the intended wife should dispose of such estate as should come to her during the coverture, then I think the disposition she has made of her copyhold estate would be supported in equity, but if there be no such agreement in the articles, I think it very doubtful whether a court of equity would support her disposition. Before the case of *Wright and Holdford*, it was the general opinion that there were but two ways whereby a married woman could dispose of her real estate, the one by conveying it previous to her marriage, to trustees, to such uses as she, notwithstanding her coverture, should appoint; the other by fine or recovery of a freehold, or surrender of a copyhold, in which she and her husband joined, but in that case, a woman had only an equitable estate, and her husband, by articles previous to her marriage, agreed that she should have power to dispose thereof, and it was decreed by Lord Northington, and affirmed in the House of

Lords, that her will devising the same was effectual. And afterwards the case *Kippon v. Hawdin* was this, that a woman was intitled to a legal estate, and her husband, previous to his marriage with her, gave bond to trustees, on condition that she should have power by will to dispose of her estate, which she did, and Lord *Camden*, 22d November 1769, decreed the heir to be a trustee for the devisee, and as I apprehend upon this principle, that what is upon a valuable consideration agreed to be done, is in equity considered as done, and he said that case was not to be distinguished from the case of *Wright v. Holford*. If the deed of 12th December 17—, could be considered as founded on a valuable consideration, I should be of opinion, upon the authority of Lord *Camden's* decree, that Mrs. *Mill's* heir would be a trustee for Mr. *James*, but it does not appear that that deed was founded on a valuable cohsideration, for though the husband was thereby intitled to an indemnity out of the Bank annuities, against the debts of the wife, yet that, as far as appears, was no consideration because without that deed he would have therefore had as great or greater interest therein, and unless there be something in the marriage articles, to the effect above mentioned, I incline to think this case being founded upon an agreement after marriage will not be governed by either of the authorities above cited, but the

the disposition made by the wife will be void both at law and in equity, as far as relates to Mr. *James's* interest at least, unless there be something more in the deeds than appears, though as creditors are interested in the disposition, I rather incline to think that a court of equity may support them as far as their interest is concerned. I suppose there is no custom in the manor, for married women to surrender their estates with the consent of their husband, without his joining therein; as such customs are very unusual, and no such is stated, but if there be any, it may then deserve consideration, whether her surrender might not be supported, *Moor* 123. 3 *Lev.* 81. 2 *Brownl.* 218. 1 *Vez.* 229. 2 *Wif.* 1. though the want of a private examination would create a doubt.

#### ANSWER to the Second Query.

I think Mr. *Mills*, now making a surrender, would not remedy the defect, and I think he is not now compellable thereto, because his covenant is only that he would join with her and not with her heirs or assigns, and because he has no estate in him to surrender, unless there is a custom for a tenancy by the curtesy, which is not very common in copyhold manors, but if there be such a custom, as he had issue by his late wife, I think Mr. *James* would, under the custom and the deeds, be intitled to the copyhold estate for his life.

G. H.—.

“ I

## Original Precedents

" I have perused the within mentioned deed  
 " of the 15th July 17—, and incline to think  
 " it will be considered as a deed, entered into  
 " by the husband for a valuable consideration,  
 " but this case is upon the whole circum-  
 " stances of it taken together, very particular,  
 " and none that I know of comes fully up to  
 " it; the nearest to it of any, I have mentioned  
 " with the cases cited in my former opinion,  
 " and they seem to me to go a great way to-  
 " wards supporting the disposition made by  
 " Mr. Mills, so that I think it will be worth  
 " while to take the opinion of the court on  
 " the case, if the estate will answer the ex-  
 " pence of it: though as I know of no case  
 " substantially the same, with the present, I  
 " cannot take upon me to form any certain  
 " judgment, whether the court will decree Mrs.  
 " Mills' heir to be a trustee for Mr. James or  
 " not."

G. H.

## No. II.

*Whether a Mistake in the Court Rolls by admit-  
 ting a Person under the Will of his Mother  
 (who had no Right) when he ought to have  
 been admitted as Heir at law to his Father or  
 under his Will can be rectified.*

28th May,  
 17—.

*WILLIAM Child* was admitted tenant on  
 the surrender of *Mary Yorick* widow, to a  
 customary messuage with the farm and orchard  
 thereto

thereto belonging, parcel of the manor of *Friern Barnet* in *Middlesex*.

To hold to the said *William Child*, his heirs and assigns for ever, by copy of court roll at the will of the lord, &c.

*William Child* by his will duly executed and attested by three witnesses, devised in the words following: “I give, devise, and bequeath unto my loving son *John Child*, all and singular my copyhold estate, situate at *Friern Barnet*, in the county of *Middlesex* when he attains his age of twenty-one years.”—And the testator devised the residue of his estate both real and personal to his wife *Mary Child* and appointed her sole executrix, who proved the same in the prerogative court of *Canterbury*.

27th June,  
17—

N. B. Testator had no other children than *John* the devisee, and *Elizabeth* who married *Rickard Jeffop*, and is dead without issue.

*Mary Child* the widow by her will duly executed and attested by two witnesses, devised in the words following: “I give and bequeath unto my son *John Child*, all that my copyhold messuage or tenement in the parish of *Friern Barnet* in the county of *Middlesex*, when he shall attain to the age of twenty-one years for his sole use and benefit, but if he should happen to die before he attains to the said age, and he so dying without issue then the said copyhold estate to go to my daughter *Elizabeth*

2d January,  
17—

beth wife of *Richard Jeffop*, and the heirs of her body." And testatrix devised the residue of her estate, to her said son *John Child* and appointed said *Richard Jeffop* and *Richard Weston*, executors of her will who proved the same.

26th June,  
17—.

*John Child* was admitted tenant as devisee under the will of his mother (who in the admission is said to be admitted tenant thereto in 17—) to the aforesaid premisses, to hold to the said *John Child* according to the form and effect of the said will by copy of court roll, at the will, &c.

14th November, 21 Geo. 2.

A commission of bankruptcy issued against *John Child*, and he was declared a bankrupt thereon, and *Stanley Goddard* and *Benjamin Burroughs* were duly chosen assignees of his estate, to whom an assignment was made of his personal, but no bargain and sale of his real estate. Both the assignees being dead, as well as three of the commissioners, and a considerable freehold estate in tail, of which bankrupt was feised in reversion coming into possession, a renewed commission was thereupon awarded against the said *John Child*, and Mr. *Weston* hath been duly chosen assignee of his estate in the room of the deceased assignees.

Mr. *Weston* the assignee having sold the said copyhold premisses to Mr. *Cassell* for forty-five pounds, the commissioners propose to convey the same to him in the first instance by bargain

gain and sale inrolled, but his counsel objects to the title on account of the bankrupt's being admitted as devisee under the will of his mother who had not any right to the copyhold premisses, nor has been admitted thereto. But as no surrender appears to have been made by *William* the father, to the use of his will, it is apprehended that *John* the son ought to have been admitted as heir at law of his father.

Qu. Whether any alteration can be made in the court rolls or any proper notice of the mistake entered thereon so as to make the purchaser a good title to the said copyhold premisses by bargain and sale inrolled from the commissioners, or by any other and what means.

" I do not see that any alteration can be made in the court rolls or any notice taken of the mistake in being admitted under the will of his mother, instead of as heir at law to his father, there being no surrender to the use of his will. But as the lords have received their fine upon his admission, and he being intitled in every light, either as heir at law of his father, or as devisee under his will, and also as

devisee

devisee under his mother's will, I think a purchaser safe under this title, and that the commissioners may, by bargain and sale inrolled, convey the same to a purchaser, in case the same is not already conveyed to the assignee."

STE. COMYN.

## Covenants.

No. I.

*A Deed of Covenant to lead the Uses of a Fine.*

For barring  
estates tail, &c.

**T**HIS INDENTURE tripartite, &c. between *Philip Pugh* of the parish of *Christ Church* in the county of *Middlesex*, esq; and *Mary* his wife, of the first part; *John Jones* of, &c. of the second part; and *Reginald Rigby* of, &c. gentleman, of the third part; witnesseth, that for barring, destroying, and extinguishing all estates tail, and all reversions and remainders thereupon expectant or depending, of, and in the messuages, cottages, lands, tenements, and hereditaments herein-after mentioned; and for settling and assuring the same, to and for the uses, intents and purposes herein after expressed; and also for and in consideration of the sum of ten shillings of lawful money of *Great Britain*, to them the said *Philip Pugh* and *Mary* his wife in hand, paid by the said *John Jones*, at and before the sealing

sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Philip Pugh* for himself and his heirs, and for and in behalf of the said *Mary* his wife, doth hereby covenant, promise, and agree to and with the said *John Jones*, and his heirs, that they the said *Philip Pugh* and *Mary* his wife, shall and will, at the proper costs and charges of the said *Philip Pugh*, as of this present *Easter* term, or of some other subsequent term in due form of law acknowledge and levy before the justices of his Majesty's court of Common Pleas at *Westminster* unto the said *John Jones*, and his heirs three or more fines *sur conuance de droit come ceo, &c.* with proclamations thereupon, to be had according to the form of the statute in that case made and provided, and the common course of fines in such cases accustomed. Of all, &c. [The parcels]. and of all houses, out-houses, edifices, buildings, stables, barns, yards, gardens, orchards, ways, paths, passages, lights, easements, waters, water-courses, hedges, ditches, fences, profits, commodities, rights, privileges, advantages, hereditaments and appurtenances whatsoever, to the said messuages, cottages, lands, tenements, hereditaments and premisses hereinbefore mentioned, and every of them belonging, or in anywise appertaining, or with them or any of them held, used, and enjoyed, or accepted, reputed, taken or known as part, parcel, or member

Covenant to  
levy a fine.

**General words.** member of them, or any of them, or of any part or parcel thereof; And of the reversion and reversions, remainder and remainders of the same premisses, and of every part thereof, by such apt and convenient names, quantities, numbers of messuages and acres, qualities and other descriptions to ascertain the same, as will effectually comprise the same, and shall be thought meet: AND it is hereby declared and agreed by and between the said parties to these presents, That as well the said fine or fines so as aforesaid, or in any other manner, or at any other time to be had and levied of the same premisses, as also all and every other fine and fines, and all other conveyances and assurances in the law whatsoever already had, made, levied, suffered, or executed, or hereafter to be had, made, levied, suffered, or executed, of the said premisses, or any part thereof, alone or jointly with any other hereditaments, by and between the said parties to these presents, or any of them, alone or jointly with any other person or persons, or whereunto they or any of them are, is, or shall be parties or privies, party or privy, shall from and after the perfecting thereof, be and enure, and be construed, deemed, adjudged, and taken to be, and entire; and is and are, hereby declared to have been at the time of the making, levying, suffering, and executing thereof, meant and intended to be, and enure, and the conusee or conusees in such fines, or

The uses de-  
clared.

or any of them named, or to be named, and his and their heirs shall stand and be seised of the said hereditaments and premises, with their and every of their appurtenances; to the use and behoof of the said *Philip Pugh* and *Reginald Rigby*, and the heirs of the said *Reginald Rigby*; nevertheless as to the estate of the said *Reginald Rigby* and his heirs therein, in trust for the said *Philip Pugh*, his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. IN WITNESS, &c.

I approve of this draft,

MAT. DUANE.

*A Deed of Covenant to levy a Fine by a Man and his Wife to a Purchasor, they having before levied a Fine when she was under Age \**

No. II.

THIS INDENTURE between *William Brooks* of, &c. and *Jane* his wife, which said *William Brooks* is grand nephew and devisee in the last will and testament of *Bartholomew Brooks*, late of, &c. deceased, of the one part; and *Matthew Hall* of, &c. of the other part; Whereas by indentures of lease and release, the

Indentures of  
lease and release  
recited,

Mr. *Hall* purchased the premises of Mr. *Brooks*, and Mr. *Brooks* and his wife levied a fine in pursuance of a covenant in the deed No. I. under title *Releases*: afterwards it was discovered that Mrs. *Brooks* was not of age when she acknowledged the fine, and Mr. *River* was of opinion that another fine was necessary, and thought the covenant in the purchase deed sufficient to declare the uses, yet for greater security advised and settled this deed.

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3 G

lease

lease bearing date the 21st, and the release  
the 22d days of ——, the release being tri-  
partite, and made between the said *William*  
*Brooks* of the first part; *John Brooks* of, &c.  
father of the said *William Brooks* and nephew  
and heir of the said *Bartholomew Brooks*, of the  
second part; and the said *Matthew Hall* of the  
third part; The said *William Brooks* and *John*  
*Brooks*, for the considerations therein men-  
tioned, did grant, bargain, sell, alien, release,  
and confirm unto the said *Matthew Hall*, his  
heirs and assigns, all that, &c. and the rever-  
sion and reversions, remainder and remainders,  
thereof, *To hold unto the said Matthew Hall*,  
his heirs and assigns, to the only proper use  
and behoof of the said *Matthew Hall*, his heirs  
and assigns for ever, and the said *William*  
*Brooks* did thereby covenant with the said  
*Matthew Hall*, that they the said *William*  
*Brooks* and *John Brooks*, and all and every other  
person or persons lawfully claiming or to  
claim any estate, right, title, or interest in or to  
the said premises, or any part thereof, by, from,  
under, or in trust for them, should at all times  
thereafter during the space of ten years then  
next ensuing, upon the request of the said *Mat-*  
*thew Hall*, make, do, acknowledge, levy, suffer  
and execute all and every such further and other  
lawful and reasonable act, deed, conveyance  
and assurance in the law whatsoever, be it by  
fine or fines, recovery or recoveries, deed or

with covenant  
for further  
assurances.

deeds, inrolled or not inrolled, or otherwise howsoever, for the further, better, and more effectual conveying, settling and assuring the said premises with their appurtenances, unto and to the use of the said *Mattbew Hall*, his heirs and assigns for ever, as in and by the said in part recited indentures of lease and release, relation being thereunto respectively had, may more fully and at large appear. Now THIS INDENTURE WITNESSETH, That the said *William Brooks*, in pursuance of the said recited covenant for making further assurances, and for divers other good causes and considerations him thereunto moving, doth for himself and his heirs, and for the said *Jane* his wife, covenant and agree to and with the said *Mattbew Hall*, his heirs and assigns, by these presents, that they the said *William Brooks* and *Jane* his wife, shall and will before the end of Michaelmas term next ensuing the date of these presents, acknowledge and levy before the justices of his majesty's court of Common Pleas at *Westminster*, unto the said *Mattbew Hall* and his heirs, one fine *sur conuance de droit come ceo, &c.* with proclamations thereupon to be had according to the form of the statute in that case made and provided, of the aforesaid manor, messuages, lands, tenements, hereditaments, and premises, by such apt names, quantities, and qualities, to ascertain the same, as by the said *Mattbew Hall*, his heirs or assigns, or his

The covenant  
to levy a fine.

The uses de-  
clared.

or their counsel learned in the law, shall be reasonably devised or advised; and it is hereby declared and agreed by and between the said parties to these presents, that the said fine so as aforesaid, or in any other manner, or at any other time to be had and levied of the same premisses, and all and every other fine and fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered, or executed of the said premisses, or any part thereof by or between the said parties to these presents, or any of them, or whereunto they or any of them are or shall be parties or privy, shall be and enure, and shall be adjudged, deemed, and taken to be, and enure, and are and were meant and intended, and are hereby declared to be and enure to the use and behoof of the said *Mattbew Hall*, his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever. IN WITNESS,  
&c.

A Deed

*A Deed of Covenant to levy a Fine, the Uses whereof are declared to Trustees for a Term for raising a Sum of Money for the use of Husband and Wife, with Remainder to other Trustees for a Term for raising Portions for the Wife's Children by a former Husband. — Approved by Mr. Fogg.*

No. III.

THIS INDENTURE, &c. between *Bernard Bell* of, &c. and *Mary* his wife, of the one part, and *John Moore* of, &c. of the other part; WITNESSETH, that as well for and in consideration of the sum of five shillings of lawful money of Great Britain to the said *Bernard Bell* and *Mary* his wife, in hand, by the said *John Moore*, at and before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, as for the conveying, settling and assuring the manors, messuages, lands, tenements, hereditaments and premisses hereinafter mentioned, to and for the uses, intents and purposes herein-after expressed; He the said *Bernard Bell* for himself, his heirs and assigns, doth covenant and agree to and with the said *John Moore*, his heirs and assigns by these presents, That he the said *Bernard Bell*, and the said *Mary* his wife, shall and will on this side, and before the end of Michaelmas term next ensuing the date here-

For settling the estates,

the parties covenant to levey a fine.

## Original Precedents

General words,

of, at the proper costs and charges of him the said *Bernard Bell*, in due form of law, acknowledge and levy before his majesty's justices of the court of Common Pleas at *Westminster*, one or more fine or fines *sur conuance de droit come ceo, &c.* with proclamations thereupon to be had and made, according to the usual course of fines in such cases used, unto the said *John Moore* and his heirs, of all, &c. [the parcels] and the reversion and reversions, remainder and remainders, rents, duties, and services of all and singular the said premisses, by such apt and convenient names, number of acres, qualities and other descriptions, as by the said *John Moore*, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised, or required; which said fine or fines, so as aforesaid, or at any other time or times, or in any other manner to be had and levied, and all and every other fine and fines, recovery and recoveries, conveyances and assurances in the law heretofore made, levied, suffered, and executed by and between the said parties, or any of them, or whereto they, or any of them, have been, are, or may be parties or privy, shall be and enure, and shall be adjudged, deemed, and taken to be and enure, and so are and were meant and intended, and are hereby declared to have been, and to be and enure, to and for the several uses, intents and purposes hereinafter mentioned; (that is to

to say) To the use and behoof of the said *John Moore*, his executors and administrators, for and during the term of one thousand years, to commence from the day next before the day of the date hereof, without impeachment of or for any manner of waste, *Upon trust* that he the said *John Moore*, his executors and administrators, shall and do out of the rents and profits of the premisses, or by sale or mortgage thereof, or of any part thereof, for all or any part of the said term, raise and levy any sum or sums of money, not exceeding in the whole the sum of two thousand pounds for the present or future occasions of the said *Bernard Bell* and *Mary* his wife, as they shall think fit, and as they two jointly by writing or writings, under both their hands and seals, attested by two or more credible witnesses, shall from time to time direct, order, or appoint, together with interest for such sum and sums; *And from and after* the end, expiration, or other sooner determination of the said term and estate of one thousand years; then to the use and behoof of *A. B.* and *C. D.* their executors, administrators, and assigns, for and during the term of 500 years, from thence next ensuing, without impeachment of waste; upon the trusts nevertheless, and under the agreements hereinafter mentioned; *And from and after* the expiration of the said term of five hundred years, then to the use and behoof of them the said *Bernard*

to ensure to the  
use of the con-  
see for 1000  
years.

to raise 2000 l.  
for the use of  
the conusors;

Remainder to  
trustees for 500  
years upon the  
trusts after men-  
tioned;

## Original Precedents

*Bell and Mary his wife for their lives, and the life of the longest liver of them, without impeachment of or for any manner of waste; And from and after the decease of the longest liver of them the said Bernard Bell and Mary his wife, then to the use and behoof of such person and persons, and to and for such estate and estates, uses, intents and purposes, and under and subject to such trusts, charges, powers, provisoies, directions, limitations, and appointment as they the said Bernard Bell and Mary his wife, during their joint lives, or the said Mary alone, in case she shall happen to survive him, by any deed or deeds in writing, executed in the presence of three or more credible witnesses, shall direct, limit, and appoint, and for want of such direction and appointment, then to the use and behoof of the right heirs of the said Mary for ever: AND IT IS HEREBY DECLARED, and the true intent and meaning of the parties to these presents is, that the use, term, and estate for five hundred years, hereinbefore limited to the said A. B. and C. D. and the survivor, and the executors and administrators of such survivor, was and is in trust, and to the intent that in case William Holt, son of the said Mary, party to these presents, and of George Holt her late husband deceased, shall live to attain the age of twenty-two years, and not otherwise, then the said A. B. and C. D. and the survivor of them, and the executors and*

and

**Remainder to  
husband and  
wife for their  
lives, and the  
life of the sur-  
vivor;**

**Remainder ac-  
cording to the  
appointment of  
the husband and  
wife, &c.**

**Power to the  
trustees for 500  
years, to raise  
£500l. for a son  
of the wife by a  
former husband  
on his attaining  
the age of 22  
years,**

and administrators of such survivor shall, as soon as conveniently may be, by and out of the rents and profits of the said manor, &c. or by lease, sale, or mortgage thereof, or of any part thereof, raise and pay unto him the said *William Holt*, the sum of one thousand and five hundred pounds, of lawful money of *Great Britain*, at his said age of twenty-two years; *And also upon this further trust*, and to the further intent, that in case *Sarab Holt*, daughter of the said *Mary*, party to these presents, and of *George Holt* her late husband deceased, shall live to attain her full age of twenty-four years, and not otherwise, then they the said *A. B.* and *C. D.* and the survivor of them, and the executors and administrators of such survivor shall by and out of the rents, issues and profits of the said premisses, or by lease, sale, or mortgage thereof, or of any part thereof, raise and pay unto her the said *Sarab Holt*, the full sum of one thousand and five hundred pounds, of lawful money of *Great Britain*, at her said age of twenty-four years; *And from and after payment* of the said sums to become payable as aforesaid, or in case she the said *Sarab Holt* shall happen to die before she shall attain the said age of twenty-four years hereinbefore appointed, for raising and paying the sum of one thousand and five hundred pounds to her as aforesaid; that then the said *A. B.* and *C. D.* and the survivor of them, and the executors and administrators of such

and 1500l. for  
a daughter on  
her attaining the  
age of 24 years;

afterwards the  
trustees are to  
assign to the  
consovera

## Original Precedents

Power to grant  
leases.

Act 1701.

such survivor shall and will upon request, and at the cost and charges of the party or parties requiring the same in due form of law, as counsel shall advise, surrender or assign the said term or estate for five hundred years, or so much thereof as shall be then unexpired, unsold, and undisposed of, for performance of the trusts aforesaid, unto the said *Bernard Bell* and *Mary* his wife, and the survivor of them, and the heirs and assigns of the said *Mary*; *Provided always* and it is hereby declared and agreed, that it shall and may be lawful to and for the said *Bernard Bell* and *Mary* his wife, and the survivor of them, by any writing or writings, by them or the survivor of them, to be duly sealed and delivered, from time to time, to demise, grant, and lease, all or any part or parcel of the aforesaid manors, &c. whatsoever, comprised or to be comprised in the said fine or fines, with the appurtenances, unto any person or persons whatsoever, for one, two, or three life or lives, in possession, or for any number of years, determinable upon the death or deaths of one, two, or three lives in possession; or for one or two life or lives, or for any term of years determinable upon one or two life or lives, in reversion or expectancy, after any estate or estates, by lease, for one life or years, determinable upon one life, then in being, or for one life, or any number of years, determinable upon one life in reversion or expectancy, after any

any estate or estates, by lease for two lives or years, determinable upon the two lives then in being, or for twenty-one years, or under, in possession, so as upon every such lease or leases there be reserved, to continue payable during all the continuance of such respective leases, the ancient rents, duties, and services, which have been heretofore usually, or now are paid and performed for the same, or a proportionable part thereof, or more, and so as such tenants or lessees, do execute counterparts of such leases: PROVIDED also and it is nevertheless hereby expressly declared, that it shall and may be lawful to and for the said *Bernard Bell*, and *Mary* his wife, from time to time, and at all times hereafter, during their joint lives, and the said *Mary* alone, in case she shall happen to survive him, by any deed or deeds, writing or writings, executed in the presence of three or more credible witnesses, to revoke, alter, change, determine, and make void, all or any the uses, trusts, or estates, or all or any the payments hereinbefore expressed, limited, directed, or appointed, other than the estate term and interest of one thousand years, hereinbefore limited to the use of the said *John Moore*, for the raising and securing the repayment of such sum and sums of money, not exceeding the sum of two thousand pounds, in the whole, as shall or may be borrowed by the said *Bernard Bell* and *Mary* his wife, with interest

Power to revoke  
the uses.

except,

## Original Precedents

and then the  
fine to enure to  
such uses as the  
husband and  
wife jointly yet  
or the wife if  
the survivor  
shall appoint.

terest for the same as aforesaid, and by the same deed or deeds, writing or writings, or by any other deed or deeds, writing or writings, testified as aforesaid, to declare, create, limit, or appoint any other use or uses, trust or trusts, estate or estates, interest, charge, or payment whatsoever, and to any person or persons whomsoever, in such sort, manner, and form as he, she, and they shall think convenient: And that at all times from and immediately after such alteration, change, revocation, or determination of the trust or trusts, use or uses, estate or estates, payment or payments, the said fine or fines so as aforesaid, or at any other time or times, or in any other manner to be had or levied, and all other fine and fines, conveyances and assurances, by or between the said parties, or any of them, or whereto they or any of them are or may be parties or privy, shall be and enure, and shall be deemed and taken to be and enure, to the use and behoof of such person and persons, and to and for such uses, estates, intents, purposes, payment and payments, and in such manner and form as they the said *Bernard Bell* and *Mary* his wife, during their joint lives, or the said *Mary* alone, in case she shall happen to survive him, by such deed or writing testified as aforesaid, shall from time to time declare, limit, and appoint, and to and for no other use, intent, or purpose whatsoever, any thing hereinbefore

before contained to the contrary thereof, in any  
wise notwithstanding, IN WITNESS, &c.

*A Deed of Covenant to produce Deeds.*

No. IV.

**T**HIS INDENTURE, &c. between *John More* of, &c. of the one part; and *Miles Halfbide* of, &c. of the other part; Whereas the said *John More*, or some person in trust for him, is seised in fee of and in four sixth parts, and the said *Miles Halfbide*, or some person in trust for him, of and in the remaining two sixth parts, of several messuages or tenements, lands and premisses, situate and being at, &c. whereof the premisses demised by the four several indentures of lease (the counterparts whereof are mentioned in the schedule hereunder written) are part; And whereas the said counterparts of the said indentures of lease, are put into the hands of the said *John More*, (he having the greatest interest in the said premises) on his the said *John More's* promise to produce the same to, and permit copies thereof to be taken by the said *Miles Halfbide*, his heirs or assigns, as hereafter mentioned: Now THIS INDENTURE WITNESSETH, and the said *John More*, in pursuance of the said agreement, doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise, and agree, to and with the said *Miles Halfbide*, his heirs and assigns

The parties in-  
terested in free-  
hold premisses,  
whereof leases  
have been grant-  
ed.

The counter-  
parts in posses-  
sion of the party  
intitled to the  
greatest part of  
the premisses.

The covenant  
to produce the  
counter parts of  
the leases.

signs by these presents, in manner and form following: (that is to say) that he the said *John More*, his heirs, executors, administrators, and assigns, or some or one of them shall and will from time to time and at all times hereafter, during the respective terms to come in the leases, the counterparts whereof are mentioned in the schedule hereunder written, at the reasonable request, and at the costs and charges of the said *Miles Halfhide*, his heirs and assigns, produce, and shew forth, or cause to be produced and shewn forth in any court or courts of record, or otherwise howsoever, the said counterparts of leases, or any or either of them (provided they are not destroyed by fire or other inevitable accident) and also permit and suffer him the said *Miles Halfhide*, his heirs or assigns, to have recourse to peruse or take copies thereof (provided the same shall not be destroyed as aforesaid) when and as often as he the said *Miles Halfhide*, his heirs or assigns shall require the same. In WITNESS,  
&c.

T. W. W.

No. V.

*A Deed of Covenants on purchasing a Copyhold Estate.—Approved by Mr. Fogg.*

**T**HIS INDENTURE, &c. Between *Hezekiah Hargood* of, &c. and *Benjamin Brown* of, &c. of the one part; and *George Green* of, &c. of the

the other part; *Whereas* by indenture quinquepartite bearing date the 23d day of *August* 17—, and made or mentioned to be made between *Robert West*, the younger of, &c. and *Isabella*, his wife, late *Isabella Reſb*, spinster, the only child and heir at law of *Samuel Reſb*, late of, &c. gentleman, deceased, who was eldest son and heir at law of *Samuel Reſb*, late of, &c. aforesaid gentleman, deceased, who was eldest son and heir at law of *Samuel Reſb*, the elder, heretofore, also of, &c. deceased, of the first part; *Jeffery Frith* of, &c. in the county of *Middlesex*, esquire, and *Jonathan Wer*, of, &c. merchant, devisees in trust, named in the will of *Samuel Reſb*, the grandson, for the sale of the lands, tenements, and hereditaments therein after mentioned, and *Isabella Reſb* of, &c. widow and relict of *Samuel Reſb*, the grandson, of the second part; *Samuel Mand* of, &c. of the third part; the said *Hezekiah Hargood* and *Benjamin Brown* of the fourth part; and *John Brown* of, &c. of the fifth part; reciting as therein is recited, the said *Robert West*, for himself and the said *Isabella*, his wife, *Jeffery Friend*, *Jonathan Wer*, and *Isabella Reſb*, did thereby for themselves severally and respectively, for the considerations therein mentioned, (amongst divers other things) covenant and agree to and with the said *Hezekiah Hargood*, and *Benjamin Brown*, that they the said

A deed of covenants to surrender the copyhold estates recited.

said Robert West and Isabella his wife, Jeffery Friend, Jonathan Wer, and Isabella Resb, or such of them as were seised of, or had any estate or interest in the copyhold lands and premisses therein after mentioned, or any part thereof, should and would at the next, or any other general or special court baron, to be held for the several and respective manors of — and — in the said county of Essex, surrender, or cause, or procure to be surrendered into, the hands of the lords of the several manors of — and — aforesaid, according to the custom of the said manors, (amongst other copyhold messuages or tenements, lands, and premisses therein mentioned) all that customary messuage or tenement, with a yard and garden thereunto belonging, inclosed with a brick wall, and three closes of land called — and — lying within and held of the said manor of —, to the use of the said Hezekiab Hargood and Benjamin Brown, their heirs and assigns, or to the use of such other person or persons, and for such estates, or to such other uses as the said Hezekiab Hargood and Benjamin Brown, should direct and appoint, according to the custom of the said manor as in and by the said indenture relation being thereto had may appear; And whereas the said Jeffery Friend and Jonathan Wer, were admitted tenants to the said copyhold messuage or tenement, yard, garden, and three closes of land, and

The surrender.

and the said *Robert West* and *Isabella* his wife, have surrendered and released into the hands of the lord of the said manor, all their right, title, and interest, in, and to the said copyhold premisses, to the use of the said *Jeffery Friend*, and *Jonathan Wer*, their heirs and assigns for ever,

*And whereas* the said *George Green*, on the 24th day of *August* last, contracted and agreed with the said *Hezekiah Hargood* and *Benjamin Brown*, for the purchase of the said copyhold messuage, or tenement, yard, garden, and two of the said three closes of land, at and for the sum of three hundred and thirty pounds ; *And whereas* the said *George Green*, hath, the day of the date hereof, paid the said *Hezekiah Hargood* and *Benjamin Brown*, the said sum of three hundred and thirty pounds, the receipt whereof they the said *Hezekiah Hargood* and *Benjamin Brown*, do hereby acknowledge, and the said *Jeffery Friend* and *Jonathan Wer*, have, the day of the date hereof, by the direction and appointment of the said *Hezekiah Hargood* and *Benjamin Brown*, surrendered into the hands of the lord of the said manor of —— the said copyhold messuage or tenement, yard, garden, and two closes of land purchased by the said *George Green* of the said *Hezekiah Hargood* and *Benjamin Brown*, as aforesaid, to the use of the said *George Green*, his heirs and assigns for ever ; Now THIS INDENTURE WITNESSETH, that the said *Hezekiah Hargood* and *Benjamin Brown*, for the considerations aforesaid, for

A party hereto  
hath agreed to  
purchase the  
estate.

The surrender  
to the purcha-  
for.

The covenants

## Original Precedents

for peaceable  
enjoyment,

free from in-  
cumbrances

themselves, their heirs, executors, and administrators, do covenant, promise, and agree to and with the said *George Green*, his heirs and assigns, by these presents, in manner and form following (that is to say) that he the said *George Green*, his heirs and assigns, shall and may for ever peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the aforesaid messuage or tenement, yard, garden, two closes of land and premisses, with their appurtenances, surrendred by the said *Jeffery Friend* and *Jonathan Wer*, to the use of the said *George Green*, his heirs and assigns as aforesaid, and receive, have and take the rents, issues, and profits thereof, to his and their own proper use and behoof, without any let, suit, trouble, or disturbance, of or by them the said *Hezekiah Hargood* and *Benjamin Brown*, or either of them, their or either of their heirs or assigns, or any other person or persons lawfully claiming or to claim, from, by, under, or in trust, for them or either of them, or by, from, or under the said *Jeffery Friend* and *Jonathan Wer*, or either of them, and that freed and discharged, or upon request sufficiently saved, kept harmless, and indemnified by them the said *Hezekiah Hargood* and *Benjamin Brown*, their heirs, executors, or administrators, of, from and against all, and all manner of former and other surrenders, conveyances, and all other titles, troubles, charges, and incumbrances

what-

whatsoever, had, made, done, committed or suffered by them the said *Hezekiah Hargoold*, and *Benjamin Brown*, or either of them, or by the said *Jeffery Friend* and *Jonathan Wer*, or either of them; And further that they the said *Hezekiah Hargoold* and *Benjamin Brown*, their heirs and assigns, and all and every other person and persons having or claiming, or which shall or may have or claim any lawful estate, title, or intereit, of, in, to or out of the messuage or tenement, yard, garden, lands, and premisses before mentioned, or any part or parcel thereof, from, by or under, or in trust for them or either of them, or by, from or under the said *Jeffery Friend* and *Jonathan Wer*, or either of them, shall and will from time to time, for and during the space of five years next ensuing the date of these presents, at the request, costs and charges of the said *George Green*, his heirs or assigns, make, do and execute, or cause or procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, surrenders and assurances in the law whatsoever, for the better, more perfect, and absolute surrendring, and legal assuring and confirming the same messuage or tenement, yard, garden, lands, and premisses, with their appurtenances, unto and to the use of the said *George Green*, his heirs and assigns for ever. To hold of the lord of the said manor of ——

and for further  
assurances.

## Original Precedents

according to the custom of the same manor, as by him the said *George Green*, his heirs or assigns, or by his or their counsel learned in the law shall be reasonably devised, advised, or required. IN WITNESS, &c.

## Declarations of Trust.

No. I.

*A Declaration of Trust in respect to the Transfer of a Mortgage \*.—Settled by Mr. MAIRE.*

A recital of an assignment of a mortgage.

**T**HIS INDENTURE made &c. between *William More* of, &c. of the one part, and *Vincent Vine* of, &c. of the other part; Whereas by indenture of lease and release, the lease bearing date the day next before, and the release being tripartite, and bearing even date with these prefents, and made or mentioned to be made between *Susannah Peel* of, &c. spinster, and *Margaret Peel*, of the same place, spinster, sister of the said *Susannah Peel*, of the first part; the said *Vincent Vine* and *Jane* his wife, late *Jane Roe*, widow, the sister, heir at law and devisee named in and by the last will and testament of *Richard Glynn*, late of, &c. deceased, of the second part; and the said *William More* of the third part; Therein reciting that by indentures of lease and release, bearing date respectively, the lease the 13th and the release the 14th days of March, which was in

\* See this transfer, vol. I. page 236.

the year of our Lord 17—, and made or mentioned to be made between the said *Richard Glynn*, of the one part; and the said *Susannah Peel* and *Margaret Peel* of the other part; in consideration of one thousand five hundred pounds, paid to the said *Richard Glynn*, by the said *Susannah Peel* and *Margaret Peel*, all that messuage or tenement, farm, and lands, &c. and other the premisses therein mentioned, were granted and conveyed to, and to the use of the said *Susannah Peel* and *Margaret Peel*, their heirs and assigns, by way of mortgage, and subject to a proviso and agreement therein contained, for re-conveyance of the said thereby mortgaged premisses, with the appurtenances, on payment by the said *Richard Glynn*, his heirs, executors, administrators or assigns, of the sum of one thousand five hundred and sixty-seven pounds and ten shillings, unto the said *Susannah Peel* and *Margaret Peel*, their heirs, executors, administrators or assigns, at the times and in manner therein mentioned; And also reciting that by indenture bearing date the 14th day of March 17—, and made or mentioned to be made between the said *Richard Glynn*, of the one part; and the said *Susannah Peel* and *Margaret Peel* of the other part; therein reciting, as is therein recited, the said several premisses comprised in the last mentioned indentures of lease and release, and thereby mortgaged in fee by the said *Richard Glynn*, to the said *Susannah*

## Original Precedents

*Peel and Margaret Peel*, as aforesaid, were charged by the said *Richard Glynn*, with the payment of the further sum of one hundred and fifty-eight pounds, and interest, to the said *Susannah Peel and Margaret Peel*, or the said indenture of the 14th March 17—, was to that or the like effect; and by way of further and additional charge of the said sum of one hundred and fifty-eight pounds and interest, upon the said mortgaged premisses, with the appurtenances, which with the said one thousand five hundred pounds, so secured as aforesaid, made together the principal sum of one thousand six hundred and fifty-eight pounds, and also reciting that all interest accrued due on the said sum of one thousand six hundred and fifty-eight pounds, principal money, so secured as aforesaid, had been fully paid and satisfied by the said *Vincent Vine and Jane his wife*, to the said *Susannah Peel and Margaret Peel*, and that there then remained due to him on the said security, only the said principal sum of one thousand six hundred and fifty-eight pounds, and no more, it was by the said first mentioned indenture of release witnessed, that in consideration of the sum of one thousand six hundred and fifty-eight pounds, paid by the said *William More*, to the said *Susannah Peel and Margaret Peel*, (by and with the privity and consent of the said *Vincent Vine and Jane his wife*, testified as therein is mentioned) in full of all money in any wise due,

due, owing, or payable upon the said therein recited securities; they the said *Susannah Peel*, and *Margaret Peel*, (by and with such privity and consent, and so testified as aforesaid) did respectively grant and release unto the said *William More*, and to his heirs and assigns, all that the said messuage, or tenement, and farm, and the several lands, arable, meadow, and pasture, and other the hereditaments and premisses comprised in the said indentures of lease and release of the 13th and 14th days of *March 17*—, and thereby mortgaged in fee by the said *Richard Glynn*, to the said *Susannah Peel* and *Margaret Peel*, and afterwards by the said indenture of the 14th day of *March 17*—, so further charged respectively as aforesaid, with the appurtenances, and the reversion and reversions, remainder and remainders, of all and singular the same premisses yearly, and other rents, issues, and profits thereof, and all the estate, right, title, freehold, inheritance, interest, use, trust, possession, property, claim, and demand whatsoever, of the said *Susannah Peel* and *Margaret Peel*, or either of them, of, in, to or out of such several premisses, or of, in, to, or out of any part or parcel thereof, together with the said several therein recited indentures, and all benefit and advantage thereof; *To hold unto and to the use of the said William More his heirs and assigns, subject nevertheless to such power and equity of redemption as was then subsisting, of or concerning the same pre-*

## Original Precedents

misses respectively: Now THIS INDENTURE WITNESSETH, and the said *William More* for himself his heirs, executors and administrators doth hereby acknowledge, declare, and agree, that the said sum of one thousand six hundred and fifty-eight pounds, in and by the said recited indenture of release, bearing even date with these presents, mentioned to be paid by him to the said *Susan-nab Peel* and *Margaret Peel*, in full of all money due, owing, or payable upon the said therein recited securities, and as and for the consideration of the said indenture of release bearing even date herewith, was the proper money of the said *Vincent Vine*, and not of him the said *William More*, and that the name of the said *William More* was intended, and is only made use of in the said last mentioned indenture of release, *In trust* for the said *Vincent Vine*, his executors and administrators, and that he the said *William More*, his heirs and assigns, shall and will at the proper costs and charges of the said *Vincent Vine*, his executors or administrators, transfer and convey the said mortgaged premisses and security; to and *to the use* of the said *Vincent Vine*, his heirs and assigns, or to such person or persons as he the said *Vincent Vine*, his executors or administrators shall, by writing under his or their hands, direct and appoint, for all the estate and interest, which he the said *William More*, his heirs and assigns, shall have therein, under and by virtue of the said

The assignee by this deed de-  
clares that the  
consideration  
money was paid  
by the repre-  
sentative of the  
mortgagor (par-  
ty to the assign-  
ment), and that  
his name is only  
used in trust for  
such representa-  
tive, and that he  
will convey the  
premises, and  
in the mean  
time stand seized  
to his use.

said hereinbefore mentioned indentures, or any of them, and until such direction and appointment; that he the said *William More*, his heirs and assigns, shall and will stand and be seised of and interested in the said mortgaged premisses and security; *In trust*, and for the benefit of the said *Vincent Vine*, his executors and administrators; PROVIDED always, and it is hereby declared, that the true intent and meaning of both the said parties to these presents are, and the said *Vincent Vine*, for himself, his executors, administrators, and assigns, doth hereby declare and agree, that he the said *William More*, his heirs, executors, and administrators, shall not be answerable or accountable to the said *Vincent Vine*, his executors, administrators, and assigns, for any more or greater part of the said sum of one thousand six hundred and fifty-eight pounds, or the interest thereof, than what he or they shall respectively actually receive, and that he the said *Vincent Vine*, his executors and administrators, shall and will from time to time, and at all times hereafter, save, keep harmless and indemnified the said *William More*, his heirs, executors, and administrators, from and against all costs, charges, expences, and trouble already incurred, or which he or they may pay, sustain, or be put unto, on account of the said trust, or any way concerning the same. IN WITNESS, &c.

Proviso of indemnity to the trustees.

A.D.

No. II.

*A Declaration of Trust in respect to an Annuity Bond.\**

A bond for payment of an annuity during the life of a feme covert recited.

**T**O ALL TO WHOM these presents shall come,  
*Peter Prince of, &c. SENDETH GREETING,*  
*Whereas by a bond or obligation, in writing,*  
*bearing even date with these presents, in consider-*  
*ation of the sum of two thousand pounds,*  
*mentioned to be paid by the said *Peter Prince**  
*to *Henry Hughes of, &c.* he the said *Henry Hughes**  
*is become bound to the said *Peter Prince**  
*in the penal sum of four thousand pounds, with*  
*condition thereunder written, for making void*  
*the same, on payment by the said *Henry Hughes**  
*his heirs, executors, or administrators, to the*  
*said *Peter Prince*, his executors, administrators,*  
*or assigns, of a clear annuity or yearly sum of*  
*two hundred pounds, by half yearly payments,*  
*on the — day of —, and the — day*  
*of —, in every year during the life of *Mary**  
**Miller*, wife of *Thomas Miller of, &c.* by equal*  
*portions, the first half yearly payment thereof*  
*to be made on the — day of — next*  
*ensuing the date of the said obligation, and of*  
*these presents, with a proportionable part of*  
*the said annuity or clear yearly sum of two*  
*hundred pounds, for so many days as shall have*  
*elapsed from the last half yearly day of payment*

\* See this Bond vol. II. page 595.

next

next preceding the decease of the said *Mary Miller*, up to the day of her death, as in and by the said recited bond or the condition thereof, relation being thereunto had, may appear; And whereas the said sum of two thousand pounds mentioned to be paid by the said *Peter Prince*, to the said *Henry Hughes* as aforesaid, was part of the separate fortune of the said *Mary Miller*, and the said annuity or yearly sum of two hundred pounds was intended to be secured, to be paid to the said *Peter Prince*, his executors, administrators, and assigns, during the natural life of the said *Mary Miller* as aforesaid, in trust for the sole and separate use, benefit and disposal of the said *Mary Miller*, notwithstanding her coverture in manner hereinafter mentioned: Now know ye, That the said *Peter Prince* for himself, his heirs, executors, and administrators, doth hereby declare and agree, that he the said *Peter Prince*, his executors, administrators, and assigns, shall and will stand and be possessed of, and interested in, the said annuity or yearly sum of two hundred pounds, secured by the said recited bond or obligation as aforesaid, Upon trust, from time to time to pay the same when and as the same shall be received to such person or persons, and upon such trusts, and for such intents and purposes only, as the said *Mary Miller*, by any writing or writings under her hand, shall, notwithstanding her coverture, and as if she was sole and unmar-

A recital that  
the considera-  
tion money  
therein was part  
of the private  
fortune of the  
feme covert.

Declaration  
from the obligees  
to be possessed  
of the annuity  
in trust to pay  
the same to the  
feme covert, &c.

unmarried, direct or appoint, and for want of such direction and appointment, to pay the same into her hands for her sole and separate use, benefit and disposal, exclusive of, and without being subject to the debts or control of her said husband, and for which the receipt or receipts of the said *Mary Miller* alone, or of such person or persons as she shall from time to time direct or appoint to receive the same, shall notwithstanding her coverture, be a good and sufficient discharge or discharges. IN WITNESS,  
 &c.

Settled by

Mr. B—.

No. III.

*Declaration of Trust relating to an Assignment of a Lease.*

A lease recited.

The declaration from the assignee that the consideration money was the proper money of another person.

TO ALL TO WHOM THESE PRESENTS SHALL COME, William Wilks of, &c. sendeth greeting, Whereas by indenture of assignment [here was recited an assignment to William Wilks.] Now KNOW YE, that the said William Wilks doth hereby acknowledge and declare, that the sum of — pounds, mentioned to be the consideration of the said recited indenture of assignment, and to be paid by him to the said T. O. was and is the only proper money of John Jones of &c and that his name was and is used and made use of in the said indenture of assignment

ment only, in trust to and for the use and be-  
hoof of him the said *John Jones*, his executors,  
administrators and assigns, and to and for no  
other use, intent, or purpose whatsoever; AND  
the said *William Wilks* doth wholly and utter-  
ly disclaim all estate, term, right, title, interest,  
and demand, of, in, and to the said indenture  
of demise, and the messuages thereby demised,  
otherwise than in trust for the said *John Jones*,  
his executors, administrators, and assigns; AND  
for himself, his executors and administrators  
doth covenant, promise, and agree to and with  
the said *John Jones*, his executors, administra-  
tors, and assigns, that he the said *William Wilks*,  
his executors and administrators shall and will,  
at any time hereafter, at the request, costs, and  
charges of the said *John Jones*, his executors or  
administrators, by good and sufficient deeds  
in the law, such as the counsel of the said *John*  
*Jones*, his executors or administrators, shall  
advise, assign, and set over unto the said *John*  
*Jones*, his executors, administrators, and assigns,  
the said messuage, &c. with the appurtenances,  
and the indenture of lease, and indenture of  
assignment by which the same are holden for  
the residue and remainder of the said term of  
\_\_\_\_\_ years, which shall be therein then to  
come and unexpired, freed and discharged of  
and from all incumbrances, done by him or  
them. IN WITNESS, &c.

A disclaimer of  
title,

and covenant to  
assign.

Declar-

*Declaration of Trust relating to a Bond.—Settled  
by Mr. MELMOTH.*

No. IV.

A deed recited,  
whereby a fa-  
ther covenanted  
to transfer  
South-sea an-  
nuities to trus-  
tees for the be-  
nefit of younger  
children.

**T**HIS INDENTURE, &c. between *Arthur Anson* of, &c. of the one part; and *Brian Bell* of, &c. and *Charles Bell* of, &c. of the other part; Whereas by indenture bearing date, &c. and made between the several parties to these presents, reciting, That the said *Arthur Anson* had issue then living by *Dorothy* his late wife, who was sister of the said *Brian Bell* and *Charles Bell*, two sons and one daughter, (to wit) *A. A.* *B. A.* and *C. A.* and intending to make a provision for his younger son the said *B. A.*, and *C. A.* his daughter, he the said *Arthur Anson* did covenant and agree, that he would within one month then next ensuing, cause or procure two thousand pounds, share or interest in the joint stock of South-sea annuities to be transferred to the said *Brian Bell*, and *Charles Bell*; and it was thereby declared by the said parties, that the said *Brian Bell* and *Charles Bell* would stand possessed of the same stock, in trust to permit the said *Arthur Anson* to receive the interest thereof during his life, and after his decease to pay, apply, and dispose of the said stock in such proportions between his said two younger children in such manner as the said *Arthur Anson* should with the consent or approbation of the said *Brian Bell* and *Charles Bell*,

*Bell*, or the survivor of them, by any deed by him sealed and delivered or by his last will and testament by him signed and published, in the presence of two or more credible witnesses, direct or appoint, and for want of such direction or appointment, the said stock to be equally divided between the said two younger children; in which said recited indenture are contained, several powers, provisoies, and agreements, and particularly it is thereby provided, that it should be lawful for the said *Arthur Anson*, by and with such consent as aforesaid, at any time thereafter, by any deed or writing to be by him executed and attested as aforesaid, to revoke and make void all and every the trusts therein before declared, of and concerning the said stock, and by the same or any other deed or writing so executed and attested, (with such consent as aforesaid) to declare any new or other trusts, of or concerning the same stock, as by the said in part recited indenture, reference being thereunto had, may more fully appear: *And whereas* the said *Arthur Anson*, in lieu of the said two thousand pounds *South-sea* annuity stock, so by him agreed to be transferred to the said *Brian Bell* and *Charles Bell* as aforesaid, did cause two thousand pounds capital stock in the *South-sea Company*, to be transferred to and vested in the said *Brian Bell* and *Charles Bell*, upon the trusts aforesaid, and being now desirous to revoke all the said trusts

A power of re-  
vocation.

The stock trans-  
ferred.

con-

The father desirous of revoking the former trusts

hath entered into a bond for the payment of 2000l.

The revocation of the recited deed, and appointment of the South-sea Stock.

The declaration that the trustees shall be possessed of the bond upon the same trusts as in the recited deed,

concerning the said stock, and to make other provisions for his said two younger children, the said *Arthur Anson*, hath this day become bound by one obligation, bearing even date herewith, unto the said *Brian Bell* and *Charles Bell*, for the payment of the sum of two thousand pounds, upon the trusts hereinafter declared: Now THIS INDENTURE WITNESSETH, that the said *Arthur Anson*, doth by these presents (by and with the consent and approbation of the said *Brian Bell* and *Charles Bell*, testified by their sealing and delivery hereof,) revoke, declare, and make void, all and every the trusts and agreements in the said recited indenture, limited, declared, expressed, or contained, of and concerning the said stock, and the said *Arthur Anson* doth hereby, also with the like consent of the said *Brian Bell* and *Charles Bell*, testified as aforesaid, declare, direct, and appoint, that the said *Brian Bell*, and *Charles Bell*, shall from henceforth stand, remain, and be possessed of the said stock so transferred and vested in them as aforesaid, and of all other stock and securities had or taken in lieu thereof, in trust, for the only proper use and benefit of the said *Arthur Anson*, party hereto, his executors, administrators, and assigns, and to be assigned and disposed of to him or them, or as he or they shall direct; AND IT IS hereby also declared, by and between all the said parties to these presents

sents, that the said *Brian Bell* and *Charles Bell* their executors and administrators, shall stand and be possessed, and interested of, and in the said bond so entered into by the said *Arthur Anson* as aforesaid, and of all monies to become due, and be received or obtained by virtue thereof, upon the same trusts, and subject to the same powers and agreements as were declared or expressed, in and by the said recited indenture of the \_\_\_\_\_ day of \_\_\_\_\_, concerning the said South-sea annuity stock, so agreed to be transferred to them the said *Brian Bell* and *Charles Bell*, as aforesaid, (the said proviso and power herein before recited, for the said *Arthur Anson*, to revoke or alter the said trusts, and declare any new or other trusts thereof only excepted). IN WITNESS, &c.

except.

*A Declaration of Trust from Lessees, that the Lease has been granted for the Benefit of a proprietary Fund.*

No. V.

AND THIS INDENTURE further witnesseth, that the said *James Bloom*, *Jacob Hod*, *Thomas Plater*, *Joseph Adamson*, *Nicholas David*, and *Thomas Hatfield*, do hereby for themselves severally and respectively, and for their several and respective executors and administrators,

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3 I

declare

declare and agree, to and with the said *Joseph Arlington, Isaac Hather, John Wall, John Shield, and William Hall*, their executors, administrators, and assigns, and to and with the said master, wardens, and society, and their successors, that they the said *James Bloom, Jacob Hod, Thomas Plater, Joseph Adamson, Nicholas David, and Thomas Hatfield*, their executors, administrators, and assigns, shall and will from time to time, and at all times hereafter, during the said two several terms of ninety-nine years, and ninety-nine years herein before respectively demised, stand possessed of and interested in all and singular the ground hereby demised, and of the messuages or tenements, erections, and buildings, which during the said several terms hereby demised shall be erected and built upon the said ground and premisses herein before demised as well by them the said *Joseph Arlington, Isaac Hather, John Wall, John Shield, and William Hall*, as by the said master, wardens, and society respectively, in trust, and for the sole benefit of the proprietors, who are or shall from time to time be intitled to, or beneficially interested in the whole produce of the money arising or to arise in conducting the affairs of the said — stock, subject nevertheless to the concurrence of the said master, wardens, and court of assistants of the said society, from time to time, in conducting

ducting the same as herein before is mentioned.

IN WITNESS, &c.

I have perused and do approve of this,  
draft, on the behalf of all the parties,

J. H.—.

*Declaration of Trust, relating to Stock transferred  
for securing an Annuity—Settled by Mr.  
FOGG.*

No. VI.

THIS INDENTURE tripartite, &c. between  
Samuel Soames of, &c. of the first part;  
Rebecca Rooke of, &c. of the second part; and  
Matthew More of, &c. of the third part;  
Whereas the said Rebecca Rooke hath the day  
of the date hereof paid the said Samuel Soames,  
the sum of one thousand pounds of lawful mon-  
ney of Great Britain, the receipt whereof he  
the said Samuel Soames doth hereby acknow-  
ledge, in consideration whereof, it is agreed  
between the said Samuel Soames and Rebecca  
Rooke, that he the said Samuel Soames, his heirs,  
executors, or administrators, shall and will  
well and truly pay or cause to be paid unto the  
said Rebecca Rooke, her executors, administra-  
tors, or assigns, an annuity or yearly sum of  
— pounds, free of all deductions what-  
soever, for and during the natural life of Laura  
Rooke of, &c. daughter of the said Rebecca

Monies receiv-  
ed in considera-  
tion of the grant  
of an annuity.

## Original Precedents

A transfer made  
of Bank stock  
to secure such  
annuity.

*Rooke*, by two even and equal half yearly payments, next and immediately ensuing each other, the first of the said half yearly payments to begin and be made on the 29th day of September next ensuing the date hereof; And whereas for securing unto the said *Rebecca Rooke*, her executors, administrators, and assigns, the payment of the said annuity or yearly sum of —— pounds, during the natural life of the said *Laura Rooke*, in manner aforesaid, he the said *Samuel Soames* hath the day of the date hereof out of his own estate caused to be transferred in the usual and customary manner, in the books of the corporation, of the governor and company of the Bank of *England*, —— pounds, Bank stock, into the joint names of the said *Samuel Soames*, *Rebecca Rooke*, and *Matthew More*, to be by them, and the survivors and survivor of them, and the executors and administrators of such survivor, held and preserved in trust, to and for the uses, intents, and purposes hereinafter mentioned and expressed (that is to say) in trust, to permit and suffer the said *Rebecca Rooke*, her executors, administrators, or assigns, to receive to her and their own proper use and benefit, for and during the natural life of the said *Laura Rooke*, the dividends from time to time as the same shall grow due on the said —— pounds, Bank stock (which after the present rate of dividends

amount to the exact sum of —— pounds *per annum*) and to apply the same to the payment and satisfaction of the said annuity or yearly sum of —— pounds, so agreed to be paid by the said *Samuel Soames*, to the said *Rebecca Rooke*, her executors, administrators, or assigns, during the natural life of the said *Laura Rooke*, as aforesaid, and immediately from and after the decease of the said *Laura Rooke* then in trust for the said whole principal sum of pounds, —— Bank stock, and all the dividends thereafter to grow due thereon, to belong in property to the said *Samuel Soames*, his executors, administrators, and assigns, and to and for no other use, intent, or purpose whatsoever: And whereas the said *Samuel Soames*, *Rebecca Rooke*, and *Matthew More*, have the day of the date hereof, and before the sealing and delivery of these presents, executed a letter of attorney, constituting and appointing *Henry Hume* of, &c. their true and lawful attorney, to receive the dividends on the said —— pounds, Bank stock, from time to time as the same shall become due, and the said *Samuel Soames* and *Matthew More* have given the said *Henry Hume*, orders to pay the said dividends from time to time as received to the said *Rebecca Rooke*, during the natural life of the said *Laura Rooke*, in discharge of the said annuity of —— pounds a-year: Now THIS INDENTURE WITNESSETH, and all the

A letter of attorney has been executed to a stranger to receive the dividends for the benefit of the annuitant.

The declaration  
that the stock  
has been trans-  
ferred to secure  
the annuity.

said parties to these presents do declare, covenant, promise, and agree to and with the other and others of them, that they the said parties shall and will hold and preserve the said principal sum of —— pounds, Bank stock, so transferred into their joint names as aforesaid, *In trust* to and for the several uses, intents and purposes beforementioned, and to and for no other use, intent or purpose whatsoever; and that they the said *Samuel Soames* and *Matthew More*, their executors and administrators shall and will, from time to time, as the case shall require, empower the said *Rebecca Rooke*, her executors, administrators, and assigns, or such person or persons as she or they shall appoint by letter of attorney or other sufficient power or authority, to receive the dividends on the said —— pounds, Bank stock, to her and their own use and behoof, during the natural life of the said *Laura Rooke*; And the said *Rebecca Rooke* doth hereby for herself, her executors, administrators, and assigns, covenant, promise and agree to and with the said *Samuel Soames*, his executors, administrators, and assigns, that upon her, the said *Rebecca Rooke*, her executors, administrators, or assigns, receiving from time to time as the same shall grow due, during the natural life of the said *Laura Rooke* —— pounds, yearly, for the dividend on the said —— pounds, Bank stock, the said *Samuel Soames*, his heirs, executors, administrators, and assigns, and

and every of them, shall be and remain fully and wholly freed and discharged from the payment of the said annuity or yearly sum of —— pounds, so agreed to be paid by the said *Samuel Soames* to the said *Rebecca Rooke*, her executors, administrators, or assigns as aforesaid, the same being to be in payment and satisfaction thereof; *And* that in case at any time hereafter during the natural life of the said *Laura Rooke*, the Corporation of the Governor and Company of the Bank of *England*, shall divide on their Bank stock more than after the rate of five pounds *per centum per annum*, such exceeding dividend on the said —— pounds, Bank stock, shall belong and be paid to the said *Samuel Soames*, his executors, administrators, and assigns; *And* if on the contrary the said Corporation of the Governor and Company of the Bank of *England* shall at any time hereafter, during the life of the said *Laura Rooke*, divide on their Bank stock less than after the rate of five pounds *per centum per annum*, then the said *Samuel Soames* doth hereby, for himself, his executors and administrators, covenant, promise, and agree to and with the said *Rebecca Rooke*, her executors, administrators, and assigns, that in such case, he the said *Samuel Soames*, his executors or administrators, shall and will forthwith buy in so much Bank stock as shall be sufficient, with the said —— pounds, Bank stock, to produce a divi-

In case a greater dividend shall be made upon the stock than sufficient to pay the annuity, the surplus to be paid to the grantor;

on the contrary, if less, the stock to be made good so as to answer the annuity.

## Original Precedents

dend of — pounds *per annum*, and place the same in the joint names of the said parties to these presents; *in trust* as aforesaid, and empower jointly with the other trustee, party hereto, (who doth hereby covenant and agree to join in such power) the said *Rebecca Rooke*, her executors, administrators, or assigns, to receive the interest or dividends on such stock so bought, in order that she or they may at all times hereafter, during the natural life of the said *Laura Rooke*, receive — pounds *per annum* in terestor dividend on the said trust stock: *And it is hereby expressly covenanted, provided and agreed by and between all the said parties to these presents, that if, during the natural life of the said Laura Rooke, the said Samuel Soames, Rebecca Rooke and Matthew More, any or either of them, or any other trustee hereafter to be appointed, shall happen to die, that then and so often as such case shall happen, it shall and may be lawful to and for the said Samuel Soames, if he be living, or to and for the executors or administrators of the said Samuel Soames (if he be dead) by and with the consent and approbation of the said Rebecca Rooke, her executors, administrators, or assigns, to nominate and appoint another trustee or trustees, in the stead and place of such deceased trustee and trustees; and the said Bank stock, shall accordingly be transferred into the joint names of such appointed trustee or trustees, and the surviving trustee or trustees, to be*

Power of appointing new trustees on the decease of the present.

be held and preserved in trust for the uses aforesaid; *And* the said *Rebecca Rooke*, and also the said *Matthew More*, by and with the consent, direction and appointment of the said *Rebecca Rooke*, do, and each of them doth, covenant, promise and agree to and with the said *Samuel Soames*, his executors, administrators, and assigns, that in case the said *Rebecca Rooke*, and *Matthew More*, or either of them, shall survive the said *Laura Rooke*, then immediately after such decease, they the said *Rebecca Rooke* and *Matthew More*, if they shall be both of them then living, or if one of them shall be then dead, then the survivor of them shall and will transfer or cause to be transferred in the usual form in the books belonging to the Corporation of the Governor and Company of the Bank of *England*, the said whole principal sum of —— pounds, Bank stock, or such principal sum as shall then happen to be in their names, in trust as aforesaid, into the sole name or names of the said *Samuel Soames*, his executors, administrators, or assigns, to be and remain to him and them, in full and free property, and the like transfer is to be made by any other trustee or trustees, in case any is appointed: *And* the said *Rebecca Rooke* doth hereby, for herself, her executors and administrators, covenant, promise, and agree to and with the said *Samuel Soames*, his executors, administrators, and assigns, that immediately from and after

Covenant that  
the grantor shall  
be intitled to the  
stock after the  
death of the per-  
son during  
whose life the  
annuity has  
been granted.

## Original Precedents

**Covenant from  
the grantor to  
replace the stock  
if paid off.**

after the decease of the said *Laura Rooke*, the whole principal sum of —— pounds, Bank stock, or such further principal sum which may then happen to be in trust as aforesaid, shall be and remain in full, absolute, and free property, unto the said *Samuel Soames*, his executors, administrators, and assigns; *And it is hereby expressly provided and agreed by and between all the said parties to these presents, that if at any time or times during the natural life of the said Laura Rooke, any part of the said —— pounds, Bank stock, shall be reimbursed or paid off, that then and so often as the same shall happen, the monies so reimbursed or paid off, shall be received by the said Samuel Soames, his executors, administrators, or assigns, and the other trustees shall join to empower him to receive the same accordingly; And the said Samuel Soames, for himself, his executors and administrators, doth covenant, promise and agree to and with the said *Rebecca Rooke*, her executors, administrators, and assigns, that he the said Samuel Soames, his executors or administrators, shall and will upon the receipt of every such reimbursement or paying off, immediately purchase so much Bank stock as shall be sufficient to make up the said whole principal sum of —— pounds, in the manner the same subsisted before such reimbursement or paying off, and cause the same to be transferred into the names of the said trustees in trust as aforesaid; And lastly,*

lastly, it is hereby expressly provided and agreed by and between all the said parties to these presents, That at the decease of the said *Laura Rooke*, in case the said *Laura Rooke* shall happen to die at any time between the 25th day of March and the 29th day of September, or between the 29th day of September and the 25th day of March (on which days the dividends on Bank stock fall due), that then the said *Rebecca Rooke*, her executors, administrators, or assigns, shall not have any right or claim to the dividends that shall grow due on the said — pounds Bank stock, from and after such 25th day of March, or 29th day of September next happening before such decease, to the day of the decease of the said *Laura Rooke*, but the same shall remain the property of the said *Samuel Soames*, his executors, administrators, and assigns, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding: AND to the true performance of all and singular the covenants, clauses, provisos, articles, payments, and agreements herein contained on the part and behalf of the said parties respectively, they do bind and oblige themselves, their heirs, executors, and administrators, each unto the other of them, firmly by these presents. IN WITNESS, &c.

The annuitant  
not intitled to  
receive the half  
yearly payment  
if the person  
upon whose life  
the annuity has  
been granted,  
dies within a  
certain time.

Decla-

No. VII. Declaration of Trust relating to Stock transferred  
as a collateral Security.

A bond whereby a person became bound for the good conduct of a committeee of the estates of a lunatick recited.

THIS INDENTURE, &c. between Frederick Fell of, &c. of the one part; and George Gee of, &c. of the other part; Whereas the said George Gee and Frederick Fell, in and by a certain bond or obligation, under their respective hands and seals, duly executed, bearing date on or about the — day of —, became jointly and separately bound to our now sovereign lord George, &c. in the penal sum of — pounds, of good and lawful money of Great Britain, with a condition thereunder written (after reciting, that the right honourable Peter lord King, baron of, &c. lord high chancellor of Great Britain, had given directions that the said George Gee should have a grant renewed under the great seal of Great Britain, of the custody and management of the real and personal estate of John Fell, gentleman, a lunatick) THAT the said George Gee should yearly, or oftener, if he should be thereunto required, make a true and just account of all and singular the rents, issues, and profits of the real estates of the said lunatick, and also of his personal estate and the profits thereof, as then were or thereafter should come to his hands, custody, and possession, or which he might receive out of, or

or concerning the said estate, and should carefully observe and keep the orders of the lord chancellor of *Great Britain*, lord keeper, or lords commissioners for the custody of the great seal of *Great Britain* for the time being, made or to be made touching or concerning the same estates, and touching all such monies as should yearly remain due upon the foot of his account duly taken before one of the masters of the high court of Chancery, and filed in the office for that purpose appointed, and should be careful to see the houses, buildings, and structures of the said lunatick to be well and sufficiently repaired, and so kept and maintained during the continuance of the said grant, and should carefully preserve and keep all the deeds, evidences, and writings touching the said real estates of the said lunatick, as then were or thereafter should come to his hands, custody, or possession, and should bring the said grant to the clerk of the custodies within one month or sooner, next after the same should be passed under the great seal of *Great Britain* to be there inrolled, and should not sell or alien his interest in the said custody or grant to any person or persons whatsoever without the consent or agreement of the Lord Chancellor, lord keeper, or lords commissioners for the custody of the great seal of *Great Britain* for the time being, but should in all things demean himself as a careful

## Original Precedents

A counter  
bond of indem-  
nity from the  
committee to  
such person re-  
cited.

Bank annuities  
transferred as a  
further security.

ful and faithful grantee or committee of the said estates of the said lunatick. And whereas the said *George Gee* in and by one other obligation under his hand and seal duly executed bearing even date with the bond herein first above mentioned, became bound unto the said *Frederick Fell* in the penal sum of — pounds of lawful money of *Great Britain* with a condition thereunder written (reciting to the effect as is hereinbefore recited) for making void the said last mentioned obligation upon the said *George Gee* observing, performing, keeping and doing all things in the condition of the first recited bond mentioned and contained according to the true intent and meaning of the same, as by the said two several recited obligations and conditions thereof, relation being thereunto severally had, may more fully and at large appear. And whereas five hundred pounds share or interest in the joint stock of consolidated three per cent. Bank annuities, was on or about the — day of — bought and purchased by the said *George Gee* of and from *J. S.* and paid for with his proper monies, which said annuities were (by the special consent and direction of the said *George Gee*) regularly transferred to, and are now standing in the name of the said *Frederick Fell* in the proper books kept at the Bank of *England* for that purpose; and the said *Frederick Fell* hath accepted the

the transfer thereof, to the end, intent and purpose, that the said annuities may remain as a further or collateral security for indemnifying the said *Frederick Fell*, his heirs, executors, and administrators, of and from all costs, charges, damages, and expences that he or they shall or may be put unto by reason or means of his entering into the first recited bond, with and on the behalf of the said *George Gee*, But nevertheless that the said *George Gee*, his executors and administrators, shall and may have, take, and receive to his and their own use, all dividends, interest, produce, and advantages due on the said annuities, or that shall accrue thereby, during all such time as the said *Frederick Fell*, his heirs, executors, and administrators, shall be well and sufficiently indemnified in respect of his entring into the said first recited obligation; Now THIS INDENTURE WITNESSETH, that the said *Frederick Fell* doth hereby acknowledge, publish, and declare, that the said five hundred pounds, three *per centum* Bank annuities, herein before mentioned, to be transferred to and standing in the names of the said *Frederick Fell*, were and are so transferred unto him, to the end, intent, and purpose that the same may be and remain as a further or collateral security, only for indemnifying the said *Frederick Fell*, his heirs, executors, and administrators, in manner as is herein before more particularly mentioned and expressed, and

The declaration  
of trust.

to

Covenant that  
the purchaser of  
the annuities  
may receive the  
dividend as long  
as the party is  
indemnified, for  
entering into  
the first bond.

to and for no other use, intent, or purpose whatsoever; AND the said *Frederick Fell*, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *George Gee*, his heirs, executors, and administrators, by these presents, that for and during so long time as he the said *Frederick Fell*, his heirs, executors, and administrators, shall be well and sufficiently indemnified by the said *George Gee*, his heirs, executors, or administrators, in respect of his the said *Frederick Fell*, entring into and becoming bound, in the said first herein recited obligation, and for every matter, cause, or thing, relating thereto, it shall and may be lawful to and for the said *George Gee*, his executors, administrators, or assigns, quietly and peaceably to receive, have, take, and retain to his and their own use, all dividends, interest, and proceeds that shall from time to time become due and payable upon the said five hundred pounds, three *per centum* consolidated Bank annuities, without any interruption, hindrance, or molestation of the said *Frederick Fell*, his executors or administrators, or any of them; And that he the said *Frederick Fell*, his executors or administrators, shall and will during all such time as aforesaid, as occasion shall require, upon the reasonable request, and at the proper costs (if any) of the said *George Gee*, his executors or administrators, give and execute a letter

ter of attorney, or other sufficient authority, for enabling or empowering him or them, or such other person or persons as he or they shall direct or appoint to receive the same; *And further also* that upon the said *George Gee*, his heirs, executors, or administrators, procuring the said herein first recited bond, to be delivered up to the said *Frederick Fell*, his heirs, executors, or administrators, to be cancelled, or cause the same to be otherwise vacated, he the said *Frederick Fell*, his executors or administrators, shall and will at the like request and costs of the said *George Gee*, his executors or administrators, assign and transfer unto the said *George Gee*, his executors or administrators, or such other person or persons as he or they shall direct or appoint, the said five hundred pounds, three *per centum* consolidated Bank annuities, or so much thereof as shall not have been before that time applied to or for the indemnifying the said *Frederick Fell*, his heirs, executors, or administrators, as herein after is mentioned, clear and free of all incumbrances done, committed, or wittingly or willingly suffered by the said *Frederick Fell*, his executors or administrators, or any of them; *And lastly* the said *George Gee* for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said *Frederick Fell*, his heirs, executors, and administrators, that in case he

Covenant to  
transfer the an-  
nuities on the  
first bond being  
vacated.

Power to sell  
the annuities in  
case of damage  
happening.

## Original Precedents

the said *Frederick Fell*, his heirs, executors, or administrators, or any of them, shall at any time or times hereafter be damnified on account of his the said *Frederick Fell*, being bound in the said herein first recited obligation, with and on the behalf of the said *George Gee*, then it shall and may be lawful to and for the said *Frederick Fell*, his executors or administrators, to sell and transfer unto such person or persons as he or they shall think fit, and for the best price and most money that he or they can get for the same, so much of the said five hundred pounds three *per centum* consolidated Bank annuities, as shall be necessary for indemnifying and reimbursing himself and themselves as hereafter is mentioned, and by and with the monies that shall be raised by such sale, to reimburse himself and themselves, all such costs, expences, and damages as he or they, or any of them shall suffer, sustain, or be put unto in respect of his the said *Frederick Fell* entring into the said first herein recited bond, or for any matter, cause, or thing relating thereto, any thing herein before contained to the contrary thereof, in anywise notwithstanding. In WITNESS, &c.

Approved by

Mr. WEBB.

A.D.

DE TO ESTATE PURCHASED AND TRANSFERRED ON

*A Declaration of Trust, in respect to Bank Annui-  
ties purchased with the Residue of a personal  
Estate, and transferred to Trustees, in pursu-  
ance of the Directions contained in a Will.*

No. VIII.

**T**O ALL TO WHOM these presents shall come,  
*John Cor of, &c. and James Carr of, &c.*  
clerk, and *Sarab*, his wife, and *Nathaniel Nut of,*  
*&c.* clerk, send greeting; *Whereas Sarab Wells*  
late of, *&c.* widow, deceased, by her last will and  
testament in writing, bearing date on or about  
the 25th day of June last, did give and be-  
queath unto her two grand-daughters *Frances*  
*Elizabeth*, and *Sarab Carr*, children of her daugh-  
ter, the said *Sarab Carr*, party hereto, the sum  
of two hundred pounds, to be equally divided  
between them, share and share alike, to be paid  
to them respectively, when they should have  
severally attained the age of twenty one years,  
or be married which should first happen, the in-  
terest and profits of each one's share thereof, in  
the mean time to be applied towards their respec-  
tive maintenance and education; and in case  
either of her said grand-daughters should hap-  
pen to die before she should have attained her  
age of twenty-one years, or be married, then the  
share of her so dying should go and be paid to  
the survivor of them; but if both her said  
grand-daughters should happen to die before  
either of them should have attained the said

A will recited,

Legacies to in-  
fants.

## Original Precedents

age or be married, then her will was, that the said sum of two hundred pounds should sink into and become part of the residue of her personal estate thereinafter disposed of; and did also give and bequeath unto her sister *Rachel Cor*, wife of the said *John Cor*, an annuity or yearly sum of thirty pounds clear of all taxes and deductions, during the term of her natural life, to be paid into her own proper hands, or as she should from time to time direct, by writing under her hand, to the intent that the same might not be at the disposal of or subject or liable to the controul, debts, or engagements of her husband, but only at her own sole and separate disposal, and for her own sole and separate use and benefit, and for which her receipt alone, notwithstanding her cōverture, should be a sufficient discharge; And the said testatrix did also give and bequeath unto her brother *William Child*, an annuity or yearly sum of twenty pounds, clear of all taxes and deductions, during the term of his natural life, and declared it to be her will and desire that the said annuities of thirty pounds and twenty pounds, therein before given her said sister *Rachel Cor* and her brother *William Child*, should be paid to them respectively, by two equal half-yearly payments, on two of the most usual feasts, or days of payment in the year, (that is to say) the feasts of the Annunciation of the blessed virgin *Mary*, and

*An annuity given to a sister.*

*Another annuity given to a brother.*

Saint

Saint Michael the archangel, in every year, the first of the said half yearly payments to begin and be made on such of the said feasts as should first happen next after her decease; and the said testatrix did thereby (after giving some other legacies) bequeath all the rest, residue, and remainder of her goods, chattels, debts, and personal estate of what nature or kind soever, after payment of such just debts as she should owe at the time of her decease, funeral charges and the charges of proving her will unto the said *John Cor* and *Nathaniel Nut*, in trust, that they or the survivor of them should as soon as conveniently might be after her decease, lay out the same in the purchase of such parliamentary or government funds, or securities as they and her said daughter *Sarah Carr* should think fit (alterable from time to time, with the consent and approbation of her said daughter) to, for, and upon the several uses, trusts, intents, and purposes therein and hereinafter expressed and declared (that is to say); In trust to pay the interest or annual dividends and profits thereof, into the proper hands of her said daughter *Sarah Carr*, or as she should from time to time direct, by writing under her hand to the intent that the same might not be at the disposal of, or subject or liable to the controul, debts, or engagements of her present or any future husband, but only at her own sole and separate disposal, and for

The testatrix directed the residue of her personal estates to be vested in the funds in the names of trustees,

upon various trusts,

her own sole and separate use and benefit, and for which her receipt alone, notwithstanding her coverture should be a sufficient discharge, and after her decease, in trust to assign, transfer, and divide the said funds or securities so to be purchased as aforesaid, unto and amongst all and every the children and grandchildren of her said daughter *Sarah Carr*, or such of them, and in such parts and proportions, and at such time and times, and in such manner and form as her said daughter, whether sole or under coverture, should by her last will and testament, in writing, or by any writing in the nature of and purporting to be her last will and testament, executed in the presence of two or more credible witnesses, direct and appoint, and in default of such direction and appointment, in trust to assign, transfer, and divide the said funds or securities, unto the child (if but one) or unto and amongst all and every the children of her said daughter *Sarah Carr*, (if more than one) equally share and share alike at the respective times following (that is to say;) To such of them as should be a son or sons, his or their respective share or shares thereof, at his or their age or ages of twenty-one years, and to such of them as should be a daughter or daughters, her or their respective share or shares thereof, at her or their age or ages of twenty-one years, or day or days of marriage, which should first happen, and in the mean time

to

to pay and apply the yearly interest, profit, or produce thereof, for and towards their respective maintenance and education; and in case of the decease of any of them before their respective share should become payable as aforesaid, then the share or shares of him, her, or them so dying, should go and be assigned to the survivors or survivor of them, share and share alike, as and when his, her or their original share or shares should become due and payable as aforesaid; but in case all her said daughter's children should happen to die before any of them should become intitled to their shares thereof, by virtue of her will as aforesaid, then the said trustees should assign and transfer the said funds or securities, unto the executors, administrators, or assigns of her said daughter for their own use and benefit; and did thereby authorise and impower her said daughter *Sarah Carr*, if either or both of them, the said *John Cor* and *Nathaniel Nut*, should refuse to act as trustees under her will, or having acted therein, should happen to die in her lifetime, to nominate and appoint one or more new trustee or trustees in his or their place and stead, as she should think proper, and so from time to time as often as any of the trustees so to be nominated or appointed by her, as well as the present trustees, should refuse to act therein or happen to die; And the said testatrix did thereby declare her will and

meaning to be, that her said trustees, and every  
or any other person or persons who should be  
in their or either of their stead, should and  
might be saved harmless and reimbursed and  
paid from time to time out of the interest and  
produce of the said funds or securities, so to be  
purchased as aforesaid, or out of the principal  
money (if occasion be) all such costs, charges,  
and expences, which they, every or any of  
them should bear, pay, sustain, or be put  
to, for or by reason of the execution of the  
trusts thereby in them reposed, or any matter  
touching the same, and should be accountable  
only for their own respective acts, receipts, and  
payments, and not for the acts, receipts, or  
payments of any of the other trustees and ap-  
pointed the said *Sarah Carr* and *John Cor*, full  
and sole executrix and executor of her said  
will, who have duly proved the same in the  
Prerogative Court of *Canterbury*, as by the said  
will (relation being thereunto had) may ap-  
pear: *And whereas* the said *Sarah Carr* and *John*  
*Cor*, have, on or before the day of the date  
hereof, laid out the said legacy of two hundred  
pounds, given by the said recited will, to the  
said *Frances Elizabeth*, and *Sarah Carr*, grand-  
daughters of the said testatrix, in the purchase  
of two hundred and seventeen pounds, interest  
or share in the capital or joint stock of annui-  
ties, at three pounds and ten shillings *per ten-*  
*sum per annum* (now reduced to three pounds  
*per*

anatom sedis  
enrol or before  
to spawne and  
entertaine and

a'xhibition of T  
gratuity and

to inwards and T  
to submit this  
as written and  
about odd

The legacies to  
infants vested in  
the funds.

dead widow  
beneficiary need  
be reduced to

RECORDED

percent, per annum, erected by an act of parliament of the twenty-fifth year of the reign of his Majesty George the second, intituled, An act for converting the several annuities therein mentioned, into several joint stocks of annuities transferable at the Bank of England,) and which have been transferred into the names of the said *Sarah Carr* and *John Cor*. And whereas the said *Sarah Carr*, and *John Cor* have also retained in their names as executors as aforesaid, one thousand six hundred and sixty-seven pounds interest or share in the said annuity stock (being part of the personal estate of the said testatrix) to pay the said annuities of thirty pounds and twenty pounds given by the said recited will, to the said *Rachel Cor* and *William Child* as aforesaid, and have discharged all the debts owing by the said testatrix, as also all the other legacies given by her said will. And whereas the residue of the said testatrix's personal estate (exclusive of the said one thousand, six hundred and sixty-seven pounds annuity stock, retained by the said *John Cor* and *Sarah Carr* in their names to pay the said annuities as aforesaid) consists of two thousand seven hundred and sixteen pounds interest or share in the said capital or joint stock of annuities, which have on or before the day of the date hereof, been transferred to and stand entered in the books of the Governor and Company of the Bank of England in the names and to the credit and account

Further monies  
vested to secure  
the payment of  
the annuities.

The testatrix's  
debts discharge-  
ed.

The amount of  
the residue of  
her estate in  
the funds,

which hath  
been transferred  
to trustees.

## Original Precedents

The declaration  
of trust.

account of the said *John Cor* and *Nathaniel Nut*. Now WITNESS these presents that it is hereby acknowledged and declared by all the said parties hereto, that the said two thousand seven hundred and sixteen pounds annuity stock were so transferred into the names of them the said *John Cor* and *Nathaniel Nut* upon the several trusts, and to and for the uses, intents, and purposes hereinbefore, and in the said will, of the said testatrix mentioned and declared of and concerning the residue of her personal estate; and that the said two thousand seven hundred and sixteen pounds annuity stock, and the interest, dividends, or profits thereof shall be received, held, and enjoyed by the said *Sarah Carr*, and such person or persons as shall be from time to time intitled thereto according to the will of the said testatrix. AND it is hereby declared and agreed by and between the said parties to these presents, that if either or both of the said trustees shall refuse to act in the execution of the trusts aforesaid, or having acted therein, shall happen to die in the life time of the said *Sarah Carr*, a new trustee or trustees shall be appointed by the said *Sarah Carr* in his or their place or stead as she shall think proper, and so from time to time, as often as any of the trustees so to be nominated or appointed by her as well as the present trustees shall refuse to act or happen to die during the continuance of the

Power to ap-  
point new trus-  
tees.

trusts

trusts aforesaid, or any of them; and the said two thousand seven hundred and sixteen pounds annuity stock or whatsoever fund the said trust estate shall then happen to be vested in, shall be from time to time transferred to, and vested in such new trustee or trustees, and the surviving trustee (if any) to and for the purposes aforesaid. AND that the said trustees and every or any other person or persons who shall be in their or either of their stead shall and may be saved harmless, reimbursed, and paid from time to time out of the interest and produce of the said two thousand seven hundred and sixteen pounds annuity stock, or out of the principal, if occasion be, all such costs, charges, and expences which they every, or any of them, shall bear, pay, sustain, or be put to, for, or by reason of the execution of the trusts aforesaid, or any matter touching the same, and shall be accountable only for their own respective acts, receipts, and payments, and not for the acts, receipts, or payments of any of the other trustees.

IN WITNESS, &c.

Approved by Mr. WESTON.

*Clause of in-  
demnity.*

**Exchange.**

**Exchange.**

*A Deed of mutual Conveyances between two  
Parties.*

**T**HIS INDENTURE made the —— day of —— in the seventeenth year of the reign of our sovereign lord George the third by the grace of God of Great Britain, France, and Ireland king, defender of the faith, &c. and in the year of our Lord 17—, between John Burn of the parish of Saint Andrew, Holborn, in the county of Middlesex, — John Old of the same place — (a person interested in the hereditaments first herein after mentioned as a trustee for the said John Burn) and William Ellis of Long-acre in the parish of — in the county of Middlesex — of the one part; and the mayor and commonalty and citizens of the city of London of the other part; Whereas by an act of parliament made and passed in the twenty-ninth year of the reign of his late majesty king George the second, entitled an act for building a bridge across the river Thames from Blackfriars in the city of London to the opposite side in the county of Surry. It was amongst other things enacted, that the mayor, aldermen and commons of the said city in common council assembled should have

29th Geo. ad.  
act for building  
Black-friars  
bridge.

Mayor, &c.  
empowered to  
build the bridge.

have power and authority, and they are thereby authorised and empowered to design, direct, order, and to build the said bridge, and to maintain, preserve, and support the same when built; and after reciting that it might be necessary to make, widen, enlarge or improve several streets, ways, and passages on each side the river *Thames* to and from the said bridge; it was thereby further enacted, that the mayor, aldermen, and commons of the said city in common council assembled should have full power and authority to agree with the owners and occupiers of, and other persons interested in such lands, tenements, or hereditaments as they should judge fit, to be purchased, removed, or pulled down, for the purchase thereof; and upon payment of such sum or sums of money as should be agreed upon for such purchase are thereby authorised to appoint workmen to pull such houses down and to lay such ground into the streets, ways or passages for the making, widening, enlarging, or improving the same; and it was thereby further enacted that it should and might be lawful to and for all bodies politick, corporate, or collegiate, corporations aggregate or sole, and other persons therein mentioned, and all and every other person or persons whomsoever, who were or should be seized or possessed of, or interested in any lands, tenements, or hereditaments, which by the said mayor, aldermen,

Mayor, &c. im-  
powered to pur-  
chase and pull  
down houses  
for widening  
the streets, &c.

Bodies politic,  
&c. trustees  
and other per-  
sons impowered  
to sell and con-  
vey their pro-  
perty in any of  
the said build-  
ings for the  
purposes of this  
act.

and

## Original Precedents

**Where any person or persons shall refuse to treat and agree,**

**the court is to issue a precept for the summoning and returning a jury,**

and commons in common council assembled, should be thought necessary to be purchased for any of the purposes of the said act to sell and convey all or any such lands, tenements, hereditaments, estates, and interests, or any part thereof to the said mayor and commonalty and citizens; and if it should happen that any person or persons bodies politick, corporate or collegiate, or other person or persons feised or possessed of, or interested in any such lands, tenements, or hereditaments should refuse to treat or agree for the sale and conveyance of their respective estates and interests therein with the said mayor, aldermen, and commons in common council assembled, or with any person or person authorised by them or should not produce and evince a clear title to the premisses they are in possession of, or to the interest they claim, to the satisfaction of the said mayor, aldermen, and commons in common council assembled, or of the person or persons so authorised by them, that then and in every such case it should and might be lawful to and for the court of mayor and aldermen of the said city, and they are thereby empowered and authorised to issue a warrant or warrants, precept or precepts directed to the sheriff of the said city of *London*, who were thereby authorised, directed and required to impanel and return a competent number of substantial and disinterested persons qualified

to serve on juries, not less than forty-eight, nor more than seventy-two; and out of such persons so to be impanelled, summoned, and returned, a jury of twelve persons should be drawn by some person to be by the said court appointed in such manner as juries for the trial of issues joined in his majesty's courts at *Westminster* by an act made in the second year of his late majesty king *George* the second, intitled an act for the regulation of juries were directed to be drawn, which persons so to be impanelled, summoned, and returned, were thereby required to come and appear before the said court of mayor and aldermen; if the premisses in dispute lay in the said city of *London* at such time and place as in such warrant or warrants, precept or precepts, should be directed and appointed; and the said court of mayor and aldermen, were thereby authorised and impowered by precept or precepts from time to time as occasion should require, to call before them, all and every person and persons whomsoever, who should be thought proper or necessary to be examined as witnesses before them on their oath or oaths touching and concerning the premisses; and the said jury upon their oaths, (which oaths the said court of mayor and aldermen were thereby impowered and required to administer) should inquire of the value of such lands, tenements, and hereditaments, and of the re-

who are to be  
drawn as act 3  
Geo. 2. directs.

Court may sum-  
mon and ex-  
amine witnesses  
on oath.

Jury to affis  
the value on  
oath.

spective

## Original Precedents

**And the court  
to give final  
judgment there-  
on.**

**Previous notice  
to be given to  
the parties in-  
terested.**

**Upon payment  
of the purchase  
money convey-  
ance to be exe-  
cuted at the  
premises in  
trust for the  
use of the city.**

spective estate and interest of every person seised or possessed thereof or interested therein or of or in any part thereof, and should assess and award the sum or sums to be paid to every such person or persons for the purchase of such their estates and interests; and the said court of mayor and aldermen should and might give judgment for such sum or sums of money so assessed, which said verdict or verdicts, judgment, decree, or determinations thereupon (notice in writing being given as by the said act is required) should be binding and conclusive to all intents whatsoever, against all and every person and persons, bodies politick and corporate, claiming any estate, right, title, trust, use or interest in, to, or out of the said lands, tenements, or hereditaments and premises, either in possession, reversion, remainder, or expectancy, as well infants as issue unborn, lunaticks, ideots, and femeis covert, and persons under any other legal incapacity or disability, as all other *cestui que trusts* his, her, and their heirs, successors, executors, and administrators, and against all other persons whomsoever. And it was thereby further enacted, that upon payment of such sum or sums of money so to be awarded or adjudged, the person or persons to whom the same should be awarded for the purchase of the said lands, tenements, or hereditaments, or for the purchase of any estate or interest therein should make

make and execute, or procure to be made and executed, good, valid and legal conveyances, assignments and assurances in the law to the said mayor and commonalty and citizens, of the said lands, tenements, and hereditaments, or of such estate or interest for which such sum or sums of money should be so awarded; and should procure all necessary parties to execute such conveyances, assignments and assurances, and should do all acts, matters, and things necessary and requisite to make a good, clear, and perfect title to the mayor and commonalty and citizens of the said city, and such conveyances, assignments, and assurances should contain all reasonable and usual covenants as should on the part of the said mayor and commonalty and citizens be required; and in case such person or persons to whom such sum or sums should be so awarded as aforesaid should not be able to evince their title to the premises to the said mayor, aldermen, and commonalty in council assembled, and to make or procure to be made, good, valid, and legal conveyances thereof to the said mayor and commonalty and citizens, or should refuse so to do, being thereto required; and such sum or sums so assessed and awarded as aforesaid, being produced and tendered to be paid to him, her, or them, on their making such title and executing and procuring to be executed such conveyances, assignments or assurances as aforesaid, or in

case such person or persons to whom such sum or sums of money should be awarded as aforesaid, could not be found in the city or county where the lands, tenements, hereditaments, and premisses, for which the said sums should be so assessed or awarded lie, or in case that by reason of disputes depending in any court of law or equity, or for defect of evidence it should not appear to the said mayor, aldermen, and commons, in common council assembled, what person or persons was or were intitled to the premisses in question, then and in every such case as aforesaid, it should and might be lawful to and for the said court of mayor and aldermen, to order the said sum or sums so assessed and awarded as aforesaid, as the value of and purchase money for the said lands, tenements and hereditaments, to be paid into the Bank of *England*, for the use of the parties interested in the said premisses, to be paid them and every of them according to their respective estates and interest therein, at such time as the said court of mayor and aldermen should order and direct; and immediately on such payment, all the estate, right, title, interest, use, trust, property, claim, and demand in law and equity, of the person or persons for whose use such money should be paid, in, to and out of the said lands, tenements, hereditaments, and premisses, should vest in the said mayor, and commonalty, and citizens; and they should be deemed

deemed in law to be in the actual possession thereof, to all intents and purposes whatsoever, as fully and effectually as if every person having any estate in the premisses, had actually conveyed the same by lease and release, bargain and sale enrolled, feoffment with livery and seizin, fine, and recovery, or any other legal conveyance whatsoever, as by the said recited act of parliament, among other clauses and powers therein contained, relation being thereunto had, may more fully and at large appear; And whereas the mayor, aldermen, and commons of the said city, in common council assembled, having judged it fit and necessary to purchase (amongst others) the freehold lands, tenements, and hereditaments hereinafter mentioned, to be hereby to them granted and released, for the purposes of carrying into execution the said act, some time since treated with the said *John Burn*, the only person who then claimed to be intitled thereto, and *William Ellis*, for the purchase thereof, but the said *William Ellis* not being then able to produce and evince a clear title to the freehold and inheritance thereof, to the satisfaction of the said mayor and commonalty and citizens of the said city, a jury impanelled, summoned, and returned, pursuant and according to the directions of the said recited act, did for their verdict, and upon their oaths say, that the freehold and inheritance

The mayor, aldermen, and commonalty treated with the parties.

who not being able then to make a compleat title, a jury was impannelled according to the act, who assed the value of the premisses.

ance of the same premisses, was of the value of one hundred and sixty-one pounds seven shillings and five pence, and they did assess that sum to be paid for the purchase thereof, whereupon the said court did give judgment thereupon, according to the directions of the said act, but the said *William Eyre* not being then, or of himself able to make or to procure to be made and executed, good, valid, and lawful conveyances or assurances in the law thereof, to the said mayor and commonalty, and citizens, the said sum of one hundred and sixty-one pounds seven shillings and five pence was by virtue of an order of the court of mayor and aldermen of the said city, made for that purpose, on the —— day of —— paid into the Bank of *England*, for the use of the parties interested therein, to be paid to them according to their respective states and interests therein, at times as the said court should order and direct.

Which has been  
paid into the  
Bank.

The ground hath  
been used by  
the city, but no  
conveyances have  
been executed.

The parties now  
enabled to make  
a conveyance,  
propose in lieu  
of the money  
assessed to take  
a conveyance of  
other lands from  
the city.

*And whereas* part of the said intended to be purchased premisses hath been since laid into the streets leading to —— and the residue thereof hath been let by the said mayor and commonalty, and citizens, on a building lease, but no legal conveyance thereof hath as yet been made or executed, either by the said *William Ellis*, or any other person or persons whatsoever; *And whereas* the said *William Ellis*, together or jointly with the said *John Burn* and *John Old*, being now enabled to make and execute a full and compleat

pleat conveyance of the said piece of ground and premises, have lately proposed to the said mayor and commonalty, and citizens of the said city, in common council assembled, in lieu of the said sum of one hundred and sixty-one pounds seven shillings and five pence, so assessed and awarded as aforesaid, as the value thereof, and so paid into the Bank of *England*, for the purposes aforesaid, to accept and take a conveyance of other ground and premises, of and from them the said mayor and citizens, belonging to them, being the piece or parcel of ground and premises herein after granted and released by them the said mayor, and commonalty, and citizens, to the said *John Burn, John Old, and William Ellis*, and to permit and suffer them the said mayor and commonalty, and citizens of the said city, to receive back to and for their own use and benefit, the said sum of one hundred and sixty-one pounds seven shillings and five pence, and also to allow and pay to them the further sum of fifty pounds, for or on account of the charges and expences which they the said mayor, and commonalty, and citizens, had been put to by the occasion aforesaid; And whereas by virtue of an order of the court of mayor and aldermen of the said city, made for that purpose, by and with the consent and approbation of them the said *John Burn, John Old, and William Ellis*, and dated the 6<sup>th</sup>. they the said mayor,

The city have  
received the  
money out of  
the Banks

## Original Precedents

*The considera-*  
*tion.*

*The grant and  
release.*

*Possession trans-  
ferred by the  
act.*

*General words.*

and commonalty, and citizens of the said city, have this day received from and out of the said Bank, the sum of one hundred and sixty-one pounds seven shillings and five pence, so paid in and deposited for the purpose aforesaid. Now THIS INDENTURE WITNESSETH, that in pursuance of the above recited proposal and agreement, and for and in consideration of the grant and assurance herein after made by the said mayor, commonalty, and citizens to the said *John Burn, John Old, and William Ellis*, of the said pieces or parcels of ground and premises, as aforesaid, and for and in consideration of the sum of ten shillings of lawful money of Great Britain, to them the said *John Burn, John Old, and William Ellis*, in hand well and truly paid by the said mayor, and commonalty, and citizens of the said city of London, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *John Burn, John Old, and William Ellis* have, and every of them hath granted, released, ratified, and confirmed, and by these presents do, and every of them doth grant, release, ratify, and confirm unto the said mayor, and commonalty, and citizens, (in their actual possession now being, by virtue of the above in part recited act) and their heirs and successors, all, &c. And also all edifices, buildings, stables, yards, backsides, ways, waters, water-courses, drains, sinks, sewers, gutters, mounds, hedges,

hedges, ditches, fences, lights, easements, liberties, privileges, profits, commodities, emoluments, advantages, hereditaments, and appurtenances whatsoever to the said piece or parcel of ground, and premisses hereby granted and released, or intended so to be, or any of them, or any part thereof belonging or in anywise appertaining, or with them or any of them, held, used, occupied or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member of them or any of them, or appurtenant thereunto; And the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the same premisses hereby granted and released, or intended so to be, and all the estate, right, title, interest, inheritance, reversion, use, property, claim and demand whatsoever, both at law and in equity, and in possession, reversion, remainder, expectancy, or otherwise howsoever, of them the said *John Burn, John Old, and William Ellis* of, in, and to the same hereditaments and premisses, and every part and parcel thereof; *And also* all deeds, evidences, muniments, and writings touching and concerning the said premisses hereby granted and released only or any part thereof, now in the custody or power of them the said *John Burn, John Old, and William Ellis*, or any of them, or which they or any of them, can come by or at without suit at law, or in equity, together with true and authentic All deeds, &c,

## Original Precedents

copies of all such other deeds, evidences, muniments, and writings now in the custody or power of them the said *John Burn, John Old, and William Ellis*, or any of them as relate to the said premises hereby granted and released jointly with any other messuages, lands, tenements, or hereditaments; *To have and to hold* the said piece or parcel of ground, hereditaments, and all and singular other the premises hereby granted and released, or intended so to be, with their and every of their appurtenances, unto the said mayor and commonalty and citizens, to the only use and behoof of them the said mayor and commonalty and citizens, and their successors for ever; *And the said John Burn, John Old, and William Ellis*, for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said mayor and commonalty and citizens, and their successors in manner following (that is to say); That for and notwithstanding any act, deed, matter, or thing whatsoever, by them the said *John Burn, John Old, and William Ellis*, or any of them, or any of their ancestors, made, done, executed, committed, or wittingly or willingly suffered to the contrary, they the said *John Burn, John Old, and William Ellis*, now are, or some or one of them, now is at the time of the sealing and delivery of these presents, lawfully,

right-

Habendum to  
the mayor and  
commonalty  
and citizens.

Covenant from  
the grantors that  
they have done  
no act to in-  
cumber,

rightfully, and absolutely seized of, and in, or well and sufficiently intitled unto the said piece or parcel of ground and premisses hereby granted and released, or intended so to be, with the appurtenances thereunto belonging, of a good, sure, perfect, lawful, absolute, and indefeasible estate of inheritance in fee-simple, without any manner of condition, use, trust, power of revocation, equity of redemption, remainder or limitation of any use or uses, or other restraint, cause, matter, or thing whatsoever, to alter, change, charge, defeat, encumber, revoke, or make void the same: *And that* for and notwithstanding any such act, deed, matter, or thing as aforesaid, they the said *John Burn, John Old, and William Ellis*, now have, in themselves, or some or one of them now hath in himself good right, full power, and lawful and absolute authority to grant, bargain, sell, release, and convey the said piece or parcel of ground, hereditaments, and premisses hereby granted and released, or intended so to be, with the appurtenances thereunto belonging, unto and to the use of the said mayor and commonalty and citizens, and their successors, in manner and form aforesaid, according to the true intent and meaning of these presents; *And that it shall and may be lawful to and for the said mayor and commonalty and citizens, and their successors from time to time, and at all times hereafter, peaceably and quietly, to enter into*

Have power to  
convey.

Conveyance of land  
to the people  
for the use of the  
commonalty.

For peaceable  
enjoyment,

and

## Original Precedents

free from former gifts, grants,  
&c.

and upon the said piece or parcel of ground  
and premises hereby granted and released, or  
intended so to be, and every or any part thereof,  
and the same to have, hold, occupy, possess,  
and enjoy, and the rents, issues, and profits  
thereof, and of every part thereof, to receive and  
take without any lawful let, suit, trouble, denial,  
eviction, ejection, interruption, claim, or de-  
mand whatsoever, of or by the said *John Burn*,  
*John Old*, and *William Ellis*, or any of them,  
their or any of their heirs, or of, or by any per-  
son or persons, lawfully claiming or to claim,  
by, from, or under, or in trust for them or any  
of them, or any of their ancestors; *And that*  
free and clear, and freely and clearly acquitted,  
exonerated, released, and for ever discharged, or  
otherwise, by the said *John Burn*, *John Old*, and  
*William Ellis* or some or one of them, or their, or  
some or one of their heirs or assigns, well and  
sufficiently saved, defended, kept harmless, and  
indemnified of, from, and against all and all  
manner of former and other gifts, grants, bar-  
gains, sales, leases, mortgages, jointures, dowers,  
rights and title of dower, uses, trusts, wills,  
intails, statutes merchant, and of the staple,  
recognizances, judgments, extents, elegits,  
executions, rents, arrears of rent, annuities,  
legacies, sums of money, yearly payments, for-  
feitures, re-entries, cause and causes of forfei-  
ture and re-entry, debts of record, debts  
due to the king's majesty, and of, from and  
against

against all other estates, titles, troubles, charges, debts, and incumbrances whatsoever, either already had, made, done, committed, executed, or suffered, or at any time hereafter to be had, made, done, committed, executed, or suffered, by the said *John Burn, John Old, and William Ellis*, or any of them, their or any of their ancestors, or by any other person or persons claiming or to claim, by, from or under, or in trust for them or any of them. *And further*, that they the said *John Burn, John Old, and William Ellis*, and their heirs, and all and every other person and persons having or claiming, or who shall or may have or claim any estate, right, title, inheritance, reversion, use, trust, property, claim or demand whatsoever, either at law or in equity of, in, to, or out of the said piece or parcel of ground, hereditaments, and premisses hereby granted and released, or intended so to be, or any part thereof, by, from or under, or in trust for him, them, or any of them, shall and will from time to time, and at all times within the space of ten years next ensuing the date of these presents, upon every reasonable request to be made for that purpose by the said mayor and commonalty and citizens, or their successors, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, *deed*

For further info  
surances.

## Original Precedents

deed and deeds, thing and things, devices, conveyances, and assurances in the law whatsoever, for the better, more perfect, and absolute granting, conveying and assuring of the said piece or parcel of ground, hereditaments and premisses hereby granted and released, or intended so to be, with the appurtenances thereto belonging, unto the use of the said mayor and commonalty and citizens, and their successors, according to the true intent and meaning of these presents, as by the said mayor and commonalty and citizens, or their successors, or their or any of their counsel learned in the law, shall be reasonably devised or advised and required, so as no such further assurance or assurances, contain or imply any further or other covenant or warranty, than against the person or persons who shall be required to make or execute the same, and against his, her and their heirs, executors, and administrators acts and deeds respectively; and so as the party or parties, who shall be required to make or execute such further assurance or assurances, be not compelled or compellable for the making or doing thereof, to go or travel, from his, her, or their usual place or places of abode.

*soengynd and  
assentis*

**On the part of  
the mayor, com-  
monalty and  
citizens.**

AND THIS INDENTURE FURTHER WITNESSETH,  
That in pursuance and performance on the  
part and behalf of the said mayor, commonalty  
and citizens of the said city, of the above in part  
recited agreement, and in consideration of the

grant

grant and conveyance hereinbefore made to them by the said *John Burn, John Old, and William Ellis*, of the said intended to be purchased piece or parcel of ground and premisses, and for and in consideration of the said two several sums of one hundred and sixty-one pounds seven shillings and five pence, and fifty pounds, making together the sum of two hundred and eleven pounds seven shillings and five pence, of lawful money of *Great Britain*, to them the said mayor and commonalty and citizens of the said city of *London*, testified by their common seal being hereto affixed, in hand well and truly paid by the said *John Burn and William Ellis*, at or before the execution of these presents, the receipt of which said sum of two hundred and eleven pounds seven shillings and five pence, they the said mayor, &c. testified as aforesaid do hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof do acquit, release, exonerate and for ever discharge the said *John Burn and William Ellis*, and every of them, their and every of their heirs, executors, and administrators by these presents; they the said mayor and commonalty and citizens of the said city, have granted, aliened, enfeoffed, and confirmed, and by these presents do grant, alien, enfeoff, and confirm, unto the said *John Burn and William Ellis*, their heirs and assigns,

The conveyance  
by feoffment.

In the said  
city, have made  
and confirmed  
seals.

## Original Precedents

General words.

assigns, all that, &c, and also all that, &c.  
 And also all edifices, buildings, stables, yards,  
 backsides, ways, waters, watercourses, drains,  
 sinks, sewers, gutters, mounds, hedges, ditches,  
 fences, lights, easements, liberties, privileges,  
 profits, commodities, emoluments, advantages,  
 hereditaments, and appurtenances whatsoever,  
 to the said pieces or parcels of ground and  
 premisses herein before last mentioned to be  
 hereby granted or either of them, or any  
 part thereof belonging or in any wise apper-  
 taining, or with them or either of them, held,  
 used, occupied, or enjoyed, or accepted, re-  
 puted, deemed, taken, or known, as part  
 parcel or member of them, or any of them,  
 or as appurtenant thereunto; and the rever-  
 sion and reversions, remainder and remainders,  
 yearly, and other rents, issues, and profits, of  
 all and singular the same premisses; and all  
 the estate, right, title, interest, inheritance,  
 use, trust, property, possession, claim, and de-  
 mand whatsoever, both at law and in equity  
 of the said mayor and commonalty and citi-  
 zens of, in, and to the same and every part and  
 parcel thereof. *To have and to hold*, the said  
 several pieces, and parcels of ground, and all  
 and singular other the premisses last herein be-  
 fore mentioned, and hereby granted and en-  
 feoffed or intended so to be, with their and  
 every of their appurtenances, unto the said

Habendum to  
the former gran-  
tors in fee.

John

*John Burn and William Ellis, their heirs and assigns, to the only proper use and behoof of the said John Burn and William Ellis, their heirs and assigns for ever, as tenants in common, and not as joint tenants.* AND for the better execution of these presents, the said mayor and commonalty and citizens of the said city, have made, ordained, constituted, and appointed, and by these presents, do make, ordain, constitute and appoint —, — and —, and either of them jointly and severally, their true and lawful attorney and attorneys for them, and in their name, place and stead, to enter into the said several pieces or parcels of ground and premises last hereinbefore mentioned, and hereby granted, and enfeoffed or intended so to be, or any part or parcel thereof in the name of the whole, and quiet and peaceable possession and seisin thereof, and of every or any part thereof, in the name of the whole, for and in the name of the said mayor and commonalty and citizens to have and take, and after such entry had and made, and possession and seisin so had and taken as aforesaid, to deliver quiet and peaceable possession and seisin thereof, and of every or any part thereof, in the name of the whole, unto the said *John Burn and William Ellis*, or to their certain attorney or attorneys in that behalf lawfully authorised to take and receive

Power of attorney from the mayor and citizens and commonalty to deliver seisin of the last premises.

Covenant from  
the mayor, &c.  
that they are  
lawfully seized  
in fee.

ceive the same, to be had and held according to the tenor, form and effect of these presents, and the said mayor and commonalty and citizens of the said city, do hereby ratify, confirm, and allow whatsoever their said attorney and attorneys shall lawfully do in the premisses by virtue of these presents. AND the said mayor and commonalty and citizens of the said city for themselves and their successors do covenant, promise and agree to and with the said *John Burn* and *William Ellis* and every of them, their and every of their heirs and assigns, in manner and form following, that is to say, that for and notwithstanding any act, deed, matter or thing by them the said mayor and commonalty and citizens, done, committed, or executed, or wittingly or willingly suffered to the contrary; they the said mayor and commonalty and citizens, of the said city at the time of the sealing and delivery of these presents are lawfully, rightfully, and absolutely seized of and in, or well and sufficiently intitled to the said two several pieces or parcels of ground and premisses last herein beforementioned, and intended to be hereby granted and enfeoffed as aforesaid, in fee simple, without any manner of condition, trust, power of revocation, remainder or limitation of any use or uses, or other restraint, cause, matter, or thing whatsoever, to alter, charge, defeat, incumber,

cumber, revoke, or make void the same. *And that they the said mayor, and commonalty and citizens of the said city now have in themselves good right, full power and lawful and absolute authority to grant, enfeoff and confirm the said two pieces or parcels of ground last herein beforementioned, and hereby granted, enfeoffed, and confirmed, or intended so to be, with their and every of their appurtenances, unto and to the use of the said John Burn and William Ellis, their heirs and assigns in manner and form aforesaid, and according to the purport, true intent and meaning of these presents.* *And that it shall and may be lawful to and for the said John Burn and William Ellis, their heirs and assigns from time to time, and at all times for ever hereafter, peaceably and quietly to enter into and upon, have, hold, use, occupy, possess, and enjoy, the said two several pieces or parcels of ground last herein before mentioned, and hereby granted, enfeoffed, and confirmed or intended so to be, and to receive and take the rents, issues, and profits thereof, without the lawful let, suit, trouble, denial, eviction, hindrance, claim, or demand of, or by the said mayor and commonalty and citizens of the said city of London, or by any person or persons lawfully claiming or to claim by, from, or under, or in trust for them.* *And that free and clear, and freely and clearly acquitted, exonerated, discharged, kept harmless, and indemnified of, from, and against all and*

And that they  
have right to  
grant, enfeoff,  
&c.

for peaceable  
enjoyment.

Free from incumbrances.

all manner of former and other gifts, grants, bargains, sales, mortgages, uses, trusts, wills, intails, statutes merchant, and of the staple, recognizances, judgments, extents, elegits, executions, rents, arrears of rent, annuities, legacies, sums of money, yearly payments, forfeitures, re-entries, cause and causes of forfeiture and re-entry, debts of record, debts due to the king's majesty, and of, from, and against all other estates, titles, troubles, charges, debts, and incumbrances whatsoever, had, made, done, committed, or suffered, or at any time hereafter to be had, made, done, committed, or suffered by the said mayor and commonalty and citizens of the said city, or by any other person or persons lawfully claiming or to claim by, from or under, or in trust for them. *And further,* that they the said mayor and commonalty and citizens of the said city of *London*, their successors and assigns, and all and every other person and persons having or lawfully claiming, or that shall or may have or lawfully claim any estate, right, title, trust, property, claim or demand whatsoever, either at law or in equity, of, in, to, or out of the said two pieces or parcels of land and premises last herein beforementioned, and hereby granted, enfeoffed, and confirmed, or any part or parcel thereof, shall and will from time to time, and at all times hereafter, upon every reasonable request to be made for that purpose, by and at the proper costs and charges in the law,

Covenant for  
further assur-  
ances.

law, of the said *John Burn* and *William Ellis*, their heirs and assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed all and every such further and other lawful and reasonable act and acts, thing and things, deed and deeds, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying and assuring the same two pieces or parcels of ground and premisses, with their and every of their appurtenances, unto and to the use of the said *John Burn* and *William Ellis*, their heirs and assigns for ever, in manner and form aforesaid, and according to the purport, true intent and meaning of these presents, as by the said *John Burn* and *William Ellis*, or either of them, their or either of their heirs or assigns, or any of their counsel learned in the law, shall be reasonably devised, or advised and required, so as no such further assurance or assurances contain any further or other covenants than are herein contained. IN WITNESS, &c.

Drawn by Mr. B——e.

## Feoffment.

### A Conveyance by Feoffment.

THIS INDENTURE, &c. between *Joseph Jones* of, &c. (only son of *Elizabeth Jones*, deceased, who was the daughter and only child

The considera-  
tion.

The grant and  
feoffment.

General words.

of Jacob Ren, late of, &c. deceased, by Ellen his wife also deceased) and Rachael his wife, of the one part, and the reverend Richard Rice of, &c. of the other part, WITNESSETH, That for and in consideration of the sum of — pounds of lawful money of Great Britain, by the said Richard Rice to the said Joseph Jones, in hand, at or before the sealing and delivery of these presents, well and truly paid in full, for the purchase of the messuage, lands, and tenements hereinafter mentioned, the receipt whereof he the said Joseph Jones doth hereby acknowledge, and himself therewith fully satisfied, and thereof doth acquit, release and for ever discharge the said Richard Rice, his heirs, executors, and administrators, by these presents, he the said Joseph Jones hath granted, aliened, enfeoffed, and confirmed, and by these presents doth grant, alien, enfeoff and confirm unto the said Richard Rice, his heirs and assigns, all, &c. and all other the freehold messuages, lands, tenements, and hereditaments whatsoever, of him the said Joseph Jones, or whereof, or wherein, he or any other person or persons, in trust for him, have or hath any estate of freehold or inheritance, in possession, reversion, remainder or expectancy, situate, lying and being in the parish of —— aforesaid; And all woods, underwoods, and trees, and the ground and soil thereof, pastures, feedings, commons, ways, waters, water-courses, profits, commodities, advantages, hereditaments and

and appurtenances whatsoever, to the said messuage, lands, tenements, hereditaments and premisses, mentioned to be hereby granted, or any of them, belonging, or in anywise appertaining, or accepted, reputed, taken or known, as part parcel or member of them, or any of them; and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, use, trust, inheritance, possession, property, claim and demand whatsoever, of him the said *Joseph Jones*, of, in and to the same premisses, every or any part or parcel thereof.

*To have and to hold the said messuage, lands, tenements, hereditaments, and all and singular other the premisses mentioned to be hereby granted, with their and every of their rights, members and appurtenances, unto the said Richard Rice and his heirs, to the only proper use and behoof of him the said Richard Rice, his heirs and assigns for ever.* AND for the better assurance of the said premisses, the said *Joseph Jones* for himself and his heirs, and for the said *Rachael* his wife, doth hereby covenant and agree to and with the said *Richard Rice*, his heirs and assigns, that they the said *Joseph Jones* and *Rachael* his wife, or their respective heirs, shall and will, as of this present *Trinity term*, or in some other subsequent term, at the costs and charges of the said *Joseph Jones* or his heirs, in due form of law, acknowledge and levy before the justices of his majesty's court of Common Pleas at *Westmin-*

Habendum.

Covenant to  
levy a fine.

## Original Precedents

ster, unto the said *Richard Rice* and his heirs, one or more fine or fines, *sur conuzance de droit come ceo &c.* with proclamations thereupon to be had according to the form of the statute in that case made and provided, of all and singular the said messuage, lands, and premisses herein before mentioned, and intended to be hereby granted, with their appurtenances, by such name or names, quantities, qualities, and other descriptions to ascertain the same, as shall be deemed fit and convenient in that behalf; and it is hereby declared and agreed by and between the said parties to these presents, that the said fine or fines, so or in any other manner to be had and levied, and all other fines and assurances already had, made, levied, executed or suffered, or hereafter to be had, made, levied, executed or suffered, of the said premisses or any part thereof, shall from and after the perfecting thereof, be and enure, and shall be construed, deemed, adjudged and taken to be and enure, and have enured, to the use and behoof of the said *Richard Rice*, his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever. And the said *Joseph Jones* for himself, his heirs, executors, and administrators doth further covenant, promise and agree, to and with the said *Richard Rice*, his heirs and assigns by these presents in the manner following (that is to say) that for and notwithstanding, &c. he the said *Joseph Jones*, at the time, &c, [Here were inserted

The uses there-  
of.

inserted covenants\* that the grantor was seised in fee, had right to grant and enfeoff, and that the grantees should peaceably enjoy, free from incumbrances;] and that he the said Joseph Jones, and his heirs, and all and every other person and persons whomsoever, having or lawfully claiming, or to claim any estate, right, title, trust or interest, of, in, to or out of the said messuage, lands, tenements, hereditaments, and premises, mentioned to be hereby granted, or any of them, or any part or parcel thereof, shall and will from time to time, and at all times hereafter, at the request, costs and charges in the law of the said Richard Rice, his heirs and assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, conveyances, and assurances in the law whatsoever, be the same by fine or fines, or other matter of record or otherwise, for the further, better, more perfect, and absolute granting, conveying, and assuring the said messuage, lands, tenements, hereditaments and premises, mentioned to be hereby granted, with their and every of their appurtenances, unto and to the use of the said Richard Rice, his heirs and assigns for ever, as by the said Richard Rice, his

for further assur-  
ances.

\* See such covenants in page 912 and 913.

Power of attorney to deliver seisin.

heirs or assigns, or his or their counsel learned in the law shall be reasonably devised or advised, and required; AND for the better execution of these presents, the said Joseph Jones, hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint —— of —— gentleman, his true and lawful attorney, &c. [Here was inserted a letter of attorney to deliver seisin similar to that in the preceding deed.] IN WITNESS, &c.

### Grant.

*A Grant of the next avoidance of a Rectory.*

**T**HIS INDENTURE, made, &c. Between John Jones of, &c. gentleman, of the one part; and the reverend Thomas Trimmer, of the county of ——, clerk, of the other part; Whereas by a certain deed-poll or instrument in writing, bearing date the 5th day of April, which was in the year of our Lord 17— under the hand and seal of A. B. of Chipping Barnet, in the county of Hertford, esquire, the then true and undoubted patron of the rectory and parish church of —— in the county of ——; the said A. B. for divers good causes and considerations, him thereunto especially moving, did give and grant for him and his heirs, unto the reverend J. S. of, &c. in

In the county of *Suffolk*, clerk, his heirs, executors, administrators, and assigns, the first and next avoidance, nomination, presentation, and free disposition of the rectory and parish church of —— aforesaid, *To have, hold, and enjoy the said first and next avoidance, nomination, presentation, and free disposition of the rectory and church aforesaid, to the said J. S. his heirs, executors, administrators, and assigns, for one only the first and next turn and vacancy after the date thereof by what means soever the said rectory should become vacant, and that it should and might be lawful for the said J. S. his heirs, executors, administrators, or assigns, for that one only turn and vacancy, to nominate and present unto the parish church and rectory aforesaid, with all its rights, members, and appurtenances whatsoever, a fit and able person to the ordinary of the place, the diocesan or judge in the spirituality, appointed for that purpose, and to perform all other matters and things as the true patron of the said rectory for this one turn only, as in and by the said deed-poll or instrument in writing, relation being thereunto had, may more fully and at large appear; And whereas* the said first and next avoidance, nomination, presentation, and free disposition of the rectory and parish church of —— aforesaid, under and by virtue of sundry mesne grants, and good and sufficient deeds in the law

## Original Precedents

law is become devolved upon, and now well and effectually vested and executed in him the said *John Jones*: *And whereas* the said *Thomas Trimmer*, hath contracted and agreed with the said *John Jones*, for the absolute purchase of the said first and next avoidance, nomination, presentation, and free disposition of the rectory and parish church of —— aforesaid, for the price or consideration of nine hundred and twenty-one pounds; *And whereas* it was agreed on in the treaty for the said purchase by and between the said *John Jones* and *Thomas Trimmer*, that he the said *John Jones* should yearly and every year, during the natural life of the reverend *William Allen Alby*, the present incumbent of the rectory and parish church of —— aforesaid, pay or cause to be paid to the said *Thomas Trimmer*, his executors, administrators, or assigns, one annuity or clear yearly sum of twenty-one pounds of lawful money of *Great Britain*, by quarterly payments, on the 25th day of *December*, the 25th day of *March*, the 24th day of *June*, and the 29th day of *September* in each year, by even and equal portions, the first payment thereof to begin and be made upon the 25th day of *December* now next ensuing the date of these presents, and in pursuance of the said agreement the said *John Jones*, hath on the day of the date hereof, entered into and duly executed unto the said

*Thomas*

*Thomas Trimmer*, a certain bond or writing obligatory, bearing even date herewith, in the penal sum of four hundred pounds, with a condition therein written, for making void the same, on payment by the said *John Jones*, to the said *Thomas Trimmer*, of the aforesaid annuity or yearly sum of twenty-one pounds, at the times, and in the proportions, and manner aforesaid, which the said *Thomas Trimmer* doth hereby admit and acknowledge; Now THIS INDENTURE WITNESSETH, that in pursuance of the aforesaid agreement, and for and in consideration of the sum of nine hundred and twenty-one pounds, of good and lawful money of Great Britain, by the said *Thomas Trimmer* in hand well and truly paid to the said *John Jones*, at and immediately before the sealing and delivery of these presents (in full, for the absolute purchase of the said first and next advowson or avoidance, donation, nomination, presentation, and free disposition of the rectory or parish church of —— aforesaid) the receipt of which said sum of nine hundred and twenty-one pounds, he the said *John Jones* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and discharge the said *Thomas Trimmer*, his heirs, executors, administrators, and assigns, and every of them for ever, by these presents; he the said *John Jones* hath given, granted, bargained, and sold, assigned and confirmed, and by these presents doth

doth give, grant, bargain, sell, assign and confirm unto the said *Thomas Trimmer*, his executors, administrators, and assigns, all that the first and next advowson or avoidance, full donation, collation, nomination, presentation, and free disposition of the aforesaid rectory or parish church, of —— in the said county of —— when the same shall first and next after the date of these presents happen to become void, by the death, resignation, cession or deprivation of the said present incumbent thereof, or by any other ways or means whatsoever, and all the right, title, and interest of him the said *John Jones*, of, in and to the said first and next presentation to the said rectory or parish church of —— aforesaid; To HAVE AND TO HOLD the said first and next advowson or avoidance, full donation, collation, nomination, presentation, and free disposition of the said rectory or parish church of —— aforesaid, when the same shall first and next after the date of these presents happen to become void, in manner aforesaid, or by any other ways or means whatsoever, unto the said *Thomas Trimmer*, his executors, administrators, and assigns, so that it shall and may be lawful to and for the said *Thomas Trimmer*, his executors, administrators and assigns, to present such able and fit person, as to him or them shall seem meet, to the said rectory or parish church of —— aforesaid; and to cause him to be admitted, instituted,

stituted, and inducted in and to the full and peaceable possession and enjoyment thereof; and all the profits, benefits and advantages belonging or appertaining to the same, and to do, fulfil and perform all and every other matters and things in that behalf requisite, necessary, and accustomed, in as full and ample manner and form, to all intents and purposes whatsoever, as he the said *John Jones*, his executors, administrators, or assigns, or any of them could or might have done, in case these presents had not been made or executed; and the said *John Jones* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, grant, and agree to and with the said *Thomas Trimmer*, his executors, administrators, and assigns, in manner and form following (that is to say); That he the said *John Jones*, hath in himself, now at the time of the sealing and delivery of these presents, good right, full power and lawful and absolute authority to grant, bargain, and sell the next presentation, of, in, and to the said rectory and parsonage of the said parish church of ——— aforesaid, and hereby granted, bargained, and sold, or meant, mentioned, and intended so to be, with all the rights, members, and appurtenances thereunto belonging, unto, and to the use and behoof of the said *Thomas Trimmer*, his executors, administrators, and assigns, in manner and form abovesaid; and that notwithstanding any former

mer or other settlement, gift, grant, conveyance, estate, or other interest, matter, or thing had, made, committed, done, or wittingly or willingly suffered to be done or assented unto, by the said *John Jones*, or any other person or persons whomsoever to the contrary, it shall and may be lawful to and for the said *Thomas Trimmer*, his executors, administrators, and assigns, to present any fit and able person to the rectory and parsonage of the said church of ————— aforesaid, whenever it shall next happen to become vacant by or through any of the ways or means aforesaid, or otherwise howsoever; and that the said person to be presented by the said *Thomas Trimmer*, his executors, administrators, or assigns, under or by virtue of this present grant, for and notwithstanding any such settlement, gift, grant, conveyance, or any other matter or thing as aforesaid, had, made, committed, suffered, or done as aforesaid, shall, and lawfully may be instituted and inducted into the said rectory of the said church of ————— aforesaid, and quietly and peaceably have, hold, and enjoy the same, without the let, suit, trouble, denial, hindrance, eviction, or disturbance of the said *John Jones*, or of any other person or persons whatsoever, lawfully claiming or to claim, any right, title, or interest of, in, or to the said next advowson, donation, nomination or presentation of the said rectory of the parish church of ————— aforesaid.

— aforesaid; And also that he the said *John Jones*, his executors, administrators, and assigns, and all and every other person or persons whatsoever, claiming or to claim, any right, title, or interest in, or to the said next advowson, donation, nomination, and presentation, of the said rectory and parsonage of the church of — aforesaid, shall and will from time to time, and at any time or times hereafter, at the costs and charges of the said *Thomas Trimmer*, his executors, administrators, or assigns, make, do, perform, and execute any other lawful and reasonable assurance or conveyance in the law, for the further and more perfect granting, assuring, conveying, and confirming of the said next advowson, donation, nomination and presentation, of, in, and to the said rectory and parsonage of the church of — aforesaid, unto the said *Thomas Trimmer*, his executors, administrators, and assigns, as by the said *Thomas Trimmer*, his executors, administrators, or assigns, or as by his or their counsel learned in the law, shall be reasonably devised or advised and required. *Provided always*, and it is hereby agreed by and between the said parties to these presents, and the said *John Jones*, doth hereby further, for himself, his heirs, executors, and administrators, covenant, promise, and grant to and with the said *Thomas Trimmer*, his executors, administrators, and assigns, that in case the said *Allen Ashby*, the present incumbent

bent of the said rectory or parish church of \_\_\_\_\_ aforesaid, shall, at any time hereafter during such his incumbency, be created or promoted to the dignity of a bishop, by means whereof the right of presentation to the same rectory or parish church may devolve upon and be exercised by virtue of his majesty's royal prerogative, in such cases, that then and in such case it shall and may be lawful to and for the said *Thomas Trimmer*, his executors, administrators, and assigns, to have, hold, and enjoy the first and next advowson or avoidance, collation, donation, nomination, presentation, and free disposition of and to the said rectory or parish church of \_\_\_\_\_ aforesaid, when and after the same shall happen to become void by means of the death, resignation, cession, or deprivation of the person so to be presented, by virtue of his said majesty's prerogative royal as aforesaid, or in any other way or manner whatsoever, any thing hereinbefore contained to the contrary thereof, in anywise notwithstanding.

IN WITNESS, &c.



Settled by  
Mr. BOOTH.

ERRATUM in Vol. I.

The Superintendents to this Work are requested to supply the following omission, under Errata in that volume, occasioned by the haste of transcribing.—In page 41, line 21, instead of “*Higness*” read *Higness*.”

THE END OF THE SECOND VOLUME.



